

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF VIRGINIA  
ALEXANDRIA DIVISION

---

UNITED STATES OF AMERICA,	)	
STATE OF COLORADO,	)	
STATE OF MARYLAND,	)	
STATE OF NEVADA,	)	
STATE OF UTAH, and	)	
COMMONWEALTH OF VIRGINIA,	)	
	)	
Plaintiffs,	)	
	)	
vs.	)	
	)	
M.D.C. HOLDINGS, INC.,	)	
ENERWEST, INC.,	)	
M.D.C. LAND CORPORATION,	)	
MDC/WOOD, INC.,	)	
RAH OF FLORIDA, INC.,	)	
RICHMOND AMERICAN CONSTRUCTION,	)	
INC.,	)	
RICHMOND AMERICAN HOMES OF	)	
ARIZONA, INC.,	)	Civil Action No.
RICHMOND AMERICAN HOMES OF	)	
CALIFORNIA, INC.,	)	
RICHMOND AMERICAN HOMES OF	)	
COLORADO, INC.,	)	
RICHMOND AMERICAN HOMES OF	)	
DELAWARE, INC.,	)	
RICHMOND AMERICAN HOMES OF	)	
FLORIDA, LP,	)	
RICHMOND AMERICAN HOMES OF	)	
ILLINOIS, INC.,	)	
RICHMOND AMERICAN HOMES OF	)	
MARYLAND, INC.,	)	
RICHMOND AMERICAN HOMES OF	)	
NEVADA, INC.,	)	
RICHMOND AMERICAN HOMES OF	)	
NEW JERSEY, INC.,	)	
RICHMOND AMERICAN HOMES OF	)	
NORTHERN CALIFORNIA, INC.	)	
now known as RAH CALIFORNIA	)	
CONTRACTING, INC.,	)	
RICHMOND AMERICAN HOMES OF	)	
PENNSYLVANIA, INC.,	)	

RICHMOND AMERICAN HOMES OF )  
UTAH, INC., )  
RICHMOND AMERICAN HOMES OF )  
VIRGINIA, INC., )  
RICHMOND AMERICAN HOMES OF )  
WEST VIRGINIA, INC., and )  
YOSEMITE FINANCIAL, INC., )  
 )  
Defendants. )  
\_\_\_\_\_ )

CONSENT DECREE

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Whereas, the United States of America, on behalf of the United States Environmental Protection Agency (“EPA”), has filed the Complaint in this matter alleging that Defendants have violated the Clean Water Act (“CWA”), 33 U.S.C. §§ 1251-1387, and the regulations promulgated pursuant to that statute, including the conditions and limitations of the Federal General Permit, and the Colorado CDPS General Permit for Stormwater Discharges Associated with Construction Activity, the Maryland General Permit for Construction Activity, the Nevada Stormwater General Permit, the Utah Storm Water General Permit for Construction Activities, and the Virginia General Permit for Discharges of Stormwater from Construction Activities;

Whereas, the State of Colorado, the State of Maryland, the State of Nevada, the State of Utah, and the Commonwealth of Virginia are co-Plaintiffs and have joined in the filing of the Complaint in this matter alleging that Defendants have violated state clean water laws, including the following, respectively: the Colorado Water Quality Control Act, the Maryland Water Pollution Control Act, the Nevada Water Pollution Act, the Utah Water Quality Act, and the Virginia Stormwater Management Act, and the regulations promulgated pursuant to those statutes including, respectively, the terms and conditions of the Colorado CDPS General Permit for Stormwater Discharges Associated with Construction Activity, the Maryland General Permit for Construction Activity, the Nevada Stormwater General Permit, the Utah Storm Water General Permit for Construction Activities, and the Virginia General Permit for Discharges of Stormwater from Construction Activities;

Whereas, the Parties recognize, and the Court by entering this Consent Decree finds, that this Consent Decree has been negotiated by the Parties in good faith and will avoid litigation among the Parties and that this Consent Decree is fair, reasonable, and in the public interest;

NOW, THEREFORE, before the taking of any testimony, without the adjudication or

admission of any issue of fact or law except as provided in Section II, and with the consent of the Parties, IT IS HEREBY ADJUDGED, ORDERED, AND DECREED as follows:

I. DEFINITIONS

1. Definitions. Except as specifically provided in this Consent Decree the terms used in this Decree shall be defined in accordance with definitions in the Clean Water Act and the regulations promulgated pursuant to the Clean Water Act. Whenever the terms listed below are used in this Decree, the following definitions apply:

a. Action Item – a condition that requires action to be taken to achieve or maintain compliance with Storm Water Requirements.

b. Applicable Permit – whichever of the following permits is applicable to a particular Site: (i) the Federal General Permit for Storm Water Discharges from Construction Activities; or (ii) in the case of an Authorized State, the Authorized State’s National Pollutant Discharge Elimination System (“NPDES”) construction general permit; or (iii) an individual NPDES permit issued by EPA or an Authorized State for storm water discharges associated with construction. This term applies to that permit in its current form or as it may be amended in the future.

c. Authorized State – a state with an NPDES Program that has been authorized by EPA under Section 402(b) of the CWA, 33 U.S.C. § 1342(b), and 40 C.F.R. Part 123 to issue individual or general NPDES permits including those for storm water discharges associated with construction activity.

d. Best Management Practices (“BMPs”) – the definition in 40 C.F.R. § 122.2, in its current form or as it may be amended in the future. That definition currently is “schedules of activities, prohibitions of practices, maintenance procedures,

and other management practices to prevent or reduce the pollution of ‘waters of the United States.’ BMPs also include treatment requirements, operating procedures, and practices to control plant site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw material storage.”

e. Builder – Defendants and their wholly-owned subsidiaries that own or operate Projects or Sites. For purposes of this definition, “wholly-owned subsidiaries” includes entities where a Defendant owns a majority interest in the entity and an entity having a common parent with that Defendant, or another Defendant owns the remaining interest. Builder does not include any subsidiary that does not engage in any residential construction.

f. Business Day – any day other than a Saturday, Sunday, or State or Federal legal holiday. If a stated time period in the Decree expires on a Saturday, Sunday, or State or Federal legal holiday, it shall be extended to include the next Business Day.

g. Clean Water Act (“CWA”) – the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251-1387.

h. Complaint – shall mean the complaint filed by the United States, the State of Colorado, the State of Maryland, the State of Nevada, the State of Utah, and the Commonwealth of Virginia in this action.

i. Consent Decree or Decree – shall mean this Decree and all Appendices attached hereto (listed in Section XXI).

j. Contractor – any contractor (other than a Storm Water Consultant, a utility company or its contractor, or a contractor hired at the behest of a governmental entity or a utility company) that has a contract with Builder to perform work on a Site.



- k. Contractor Representative – a person with the authority and responsibilities described in Paragraph 20.c. (Contractor and Storm Water Consultant Compliance).
- l. Date of Entry – the date the Court-approved Decree is entered in the civil docket under Federal Rule of Civil Procedure 79(a).
- m. Designee – a Builder employee who is Storm Water Trained, pursuant to Paragraph 18 (Storm Water Training Program), or a “Storm Water Consultant” as that term is defined in Paragraph 1.uu.
- n. Division – Builder’s mid-level management unit (the management level between national management and Site-level management) that manages multiple Sites and Projects. Builder may modify its divisional structure to meet its business needs.
- o. Division Storm Water Compliance Representative – a Builder employee designated pursuant to Paragraph 8 (Designation of Storm Water Compliance Representatives) to oversee storm water compliance activities for a Division (or for a comparable business unit if Builder or Division renames or reorganizes its internal structure).
- p. Division-Wide Compliance Summary Report – a report in the form attached at Appendix F and as required by Paragraph 16 (Division-Wide Compliance Summary Report).
- q. EPA – the U.S. Environmental Protection Agency.
- r. Federal Plaintiff – the United States of America, acting on behalf of EPA.
- s. Federal General Permit – the federal “NPDES General Permit for Storm Water Discharges from Construction Activities” issued by EPA on July 1, 2003 (68 Fed.

Reg. 39087), as modified and amended, and any subsequent amendments or modifications thereto or other permits subsequently issued by EPA to implement the requirements of 40 C.F.R. Parts 122, 123 and 124 for storm water discharges from construction activities.

t. Government Inspection – a state or federal inspection conducted to evaluate compliance with Storm Water Requirements. This term also includes local inspections conducted by a local government entity to enforce an Applicable Permit if that entity has been delegated inspection or enforcement authorities for that permit.

u. List of Projects and Sites – a list of Projects and Sites as required by Paragraph 9 (Notice to EPA of List of Projects and Sites).

v. Listed Contractor – any Contractor in a category identified in Appendix K.

w. National Compliance Summary Report – a report in the form attached at Appendix G and as required by Paragraph 17 (National Compliance Summary Report).

x. National Reporting Period – the time periods covered by the National Compliance Summary Report shown on the table set out in Paragraph 17.

y. National Storm Water Compliance Representative – a Builder employee designated pursuant to Paragraph 8 (Designation of Storm Water Compliance Representatives).

z. Notice of Intent (“NOI”) – a request for coverage under an Applicable Permit.

aa. Notice of Termination (“NOT”) – notification that coverage under an Applicable Permit is ready for termination.

bb. Paragraph – shall mean a portion of this Decree identified by an Arabic

numeral.

cc. Parties – the Federal Plaintiff, the State Plaintiffs, and Builder.

dd. Pre-Construction Inspection and Review – the inspection and review required by Paragraph 12 (Pre-Construction Inspection and Review).

ee. Pre-Construction Inspection and Review Form (“PCIR Form”) – the form attached at Appendix C and as required by Paragraph 12 (Pre-Construction Inspection and Review).

ff. Project – any area where Builder engages in construction activity that includes residences, or other construction associated with those residences, and where coverage under an Applicable Permit is not required. Non-contiguous areas that are not part of a common plan of development are not considered part of a Project.

gg. Quarterly Compliance Inspection – an inspection of a Site, as required by Paragraph 15 (Site Storm Water Compliance Review and Oversight).

hh. Quarterly Compliance Inspection Form – the form attached at Appendix E and as required by Paragraph 15 (Site Storm Water Compliance Review and Oversight).

ii. Quarterly Compliance Review – a compliance review of a Site as required by Paragraph 15 (Site Storm Water Compliance Review and Oversight).

jj. Quarterly Compliance Review Form – the form attached at Appendix E and as required by Paragraph 15 (Site Storm Water Compliance Review and Oversight).

kk. Quarterly Reporting Period (or “QRP”) – the first Quarterly Reporting Period shall be from the Date of Entry until the end of the first three (3) full calendar months following the Date of Entry. Thereafter, the Quarterly Reporting Period shall be each successive period of three (3) calendar months. The last day of the last Quarterly

Reporting Period will be three (3) years after the Date of Entry, even if this results in a Quarterly Reporting Period that is less than three (3) full calendar months.

ll. Record – any record, report, document, or photograph required to be created or maintained pursuant to Storm Water Requirements.

mm. Responsive Action – an action taken or that is necessary to be taken to achieve or maintain compliance with Storm Water Requirements.

nn. Section – shall mean a portion of this Decree identified by a Roman numeral.

oo. Site – any area where Builder engages in construction activity that includes residences, or other construction associated with those residences, and where coverage under an Applicable Permit is required. Builder may treat non-contiguous areas that are part of a common plan of development as a single Site.

pp. Site Inspection – an inspection of a Site, as required by Paragraph 13 (Inspections).

qq. Site Inspection Report – a form attached at Appendix D and as required by Paragraph 13 (Inspections).

rr. Site Storm Water Compliance Representative – a Builder employee designated pursuant to Paragraph 8 (Designation of Storm Water Compliance Representatives) to oversee storm water compliance activities at a Site.

ss. State Plaintiffs – the State of Colorado, the State of Maryland, the State of Nevada, the State of Utah, and the Commonwealth of Virginia.

tt. Storm Water Compliance Representatives – Site Storm Water Compliance Representatives, Division Storm Water Compliance Representatives and the National

Storm Water Compliance Representative.

uu. Storm Water Consultant – a person or company who provides professional or expert assistance to Builder in complying with Storm Water Requirements. Each person who is a Storm Water Consultant shall: (i) possess the skills to assess conditions at a Site that could impact the quality of storm water and non-storm water discharges and compliance with Storm Water Requirements; and (ii) be knowledgeable in the principles and practices of sediment and erosion control and other BMPs. The term “Storm Water Consultant” does not include, for example, Contractors hired exclusively to install, maintain, or repair BMPs. Such Contractors are not Designees.

vv. Storm Water Consultant Representative – a person with the authority and responsibilities described in Paragraph 20.c. (Contractor and Storm Water Consultant Compliance).

ww. Storm Water Orientation Program – this term includes all of the orientation requirements set forth in Paragraphs 19 and 20 (Storm Water Orientation Program and Contractor and Storm Water Consultant Compliance).

xx. Storm Water Plan (“SWP”) – a plan for controlling pollutants in storm water and non-storm water discharges that meets Storm Water Requirements.

yy. Storm Water Requirements – the terms and conditions of this Decree and the Applicable Permit for the particular Site, and the laws and regulations that apply, interpret, or enforce the Applicable Permit, in their current form or as any of the foregoing requirements may be amended in the future.

zz. Storm Water Trained – an individual who: (i) is certified under the Storm Water Training Program pursuant to Paragraph 18.a.(ii) and (iii) (Storm Water Training

Program); or (ii) is certified by CPESC, Inc. under the Certified Professional in Erosion and Sediment Control (“CPESC”) program, maintains a current CPESC certification, and receives the Builder-specific orientation described in Paragraph 19 (Storm Water Orientation Program); or (iii) is certified under another training program agreed to by the Federal Plaintiff after a request made to the Office of Enforcement and Compliance Assurance (“OECA”) representative(s) listed in Section XIII (Notices).

aaa. Storm Water Training Program – this term includes all of the training required by Paragraph 18 (Storm Water Training Program).

bbb. United States – shall mean the United States of America, acting on behalf of EPA.

## II. JURISDICTION AND VENUE

2. This Court has jurisdiction over the subject matter of this action, pursuant to 28 U.S.C. §§ 1331, 1345, 1355, and 1367, and Section 309(b) of the Clean Water Act, 33 U.S.C. § 1319(b), and over the Parties. For purposes of this Decree, or any action to enforce this Decree, Builder consents to the Court’s jurisdiction over Builder, this Decree, and any action to enforce this Decree. Builder also consents to venue in this judicial district for this action and any action to enforce this Decree.

3. In accordance with Section 309(b) of the Clean Water Act, 33 U.S.C. § 1319(b), the United States has notified the States of Arizona, California, Colorado, Delaware, Florida, Illinois, Maryland, Nevada, New Jersey, Texas, Utah, and West Virginia, and the Commonwealths of Pennsylvania and Virginia of the commencement of this action.

## III. APPLICABILITY

4. Parties Bound. The obligations of this Decree apply to and are binding upon the

United States and the State Plaintiffs, and upon Builder and any successor or assign to all or substantially all of its business (but only to the extent of the Projects and Sites acquired). This Decree shall not be binding on any purchaser of real property who is not an entity otherwise covered by this Decree.

5. Responsibility for Acts of Others. Builder shall be responsible for complying with Storm Water Requirements at Builder's Sites. In any action to enforce this Decree, Builder shall not assert as a defense the failure by any officer, director, trustee, servant, successor, assign, employee, agent, Contractor, sub-contractor or Storm Water Consultant to comply with Paragraphs 8 through 22 of this Decree.

6. Builder shall not alter its general corporate structure or enter into agreements with third parties for the primary purpose of directly or indirectly circumventing the requirements of this Consent Decree.

#### IV. BUILDER'S COMPLIANCE PROGRAM

7. Compliance. Builder shall comply with all applicable Storm Water Requirements at Builder's Sites and shall not violate the prohibition in Section 301(a) of the Clean Water Act by discharging pollutants in storm water without an Applicable Permit, or by making prohibited non-storm water discharges, to waters of the United States at any of Builder's Sites or Projects.

8. Designation of Storm Water Compliance Representatives.

a. Builder shall designate at least one Site Storm Water Compliance Representative for each Site prior to signing the Pre-Construction Inspection and Review Form for that Site or within sixty (60) days of the Date of Entry, whichever is later. If Builder designates more than one Site Storm Water Compliance Representative at a Site, Builder shall create a document ("Transition Document") that specifies how transitions

between Site Storm Water Compliance Representatives shall be handled and how responsibility for non-delegated duties will be coordinated. This document shall be located as provided by Paragraph 11.h. Each Site Storm Water Compliance Representative shall:

- (i) be a Builder employee;
  - (ii) be Storm Water Trained;
  - (iii) be authorized by Builder and have the responsibility to supervise all work necessary to meet Storm Water Requirements at the Site, including work performed by Contractors, sub-contractors and Storm Water Consultants;
  - (iv) be authorized by Builder and have the responsibility to order employees, Contractors, sub-contractors and Storm Water Consultants to take appropriate Responsive Action to comply with Storm Water Requirements, including requiring any such person to cease or correct a violation of Storm Water Requirements, and to order or recommend such other actions or sanctions as necessary to meet Storm Water Requirements;
  - (v) be familiar with and have the authority and responsibility to update the Site's SWP;
  - (vi) be the point of contact at the Site for regulatory officials, Builder employees, Contractors, sub-contractors and Storm Water Consultants regarding Storm Water Requirements; and
  - (vii) report to the Division Storm Water Compliance Representative regarding compliance with Storm Water Requirements.
- b. Builder shall designate one Division Storm Water Compliance



Representative (who must be Storm Water Trained not later than sixty (60) days after the Date of Entry) for each Site prior to signing the Pre-Construction Inspection and Review Form for that Site or within thirty (30) days of the Date of Entry, whichever is later.

Builder may designate the same Division Storm Water Compliance Representative for more than one Site or Division or designate multiple such Representatives for a single Division. The Division Storm Water Compliance Representative shall:

- (i) be a Builder employee;
- (ii) be Storm Water Trained;
- (iii) be authorized by Builder and have the responsibility to supervise all work necessary to meet Storm Water Requirements in the Division including work performed by Contractors, sub-contractors and Storm Water Consultants;
- (iv) be authorized by Builder to order employees, Contractors, sub-contractors and Storm Water Consultants to take appropriate Responsive Action to comply with Storm Water Requirements, including requiring any such person to cease or correct a violation of Storm Water Requirements, and to order or recommend such other actions or sanctions as necessary to meet Storm Water Requirements; and
- (v) be familiar with and have the authority to certify and amend SWPs.

c. Builder shall designate one National Storm Water Compliance

Representative not later than seven (7) days after the Date of Entry of this Decree. The National Storm Water Compliance Representative shall:

- (i) be a Builder employee;
- (ii) be Storm Water Trained not later than thirty (30) days after the

Date of Entry;

(iii) oversee the development and maintenance of the List of Projects and Sites established pursuant to Paragraph 9 (Notice to EPA of List of Projects and Sites);

(iv) submit the National Compliance Summary Report to the Federal Plaintiff, and submit to each of the State Plaintiffs the National Compliance Summary Report or the portion of the report that is relevant to the respective State pursuant to Paragraph 17 (National Compliance Summary Report); and

(v) serve as Builder's point of contact for State and Federal Plaintiffs for Builder-wide compliance matters related to Storm Water Requirements.

d. If a Storm Water Compliance Representative must be replaced and Builder replaces him or her within thirty (30) days of the vacancy, the gap in designation shall not be deemed a violation of Paragraph 8.a., b., c. or g. of this Decree. However, the gap in designation shall not excuse non-compliance with any other Storm Water Requirement. During the gap a Storm Water Trained Builder employee shall fulfill the signature requirements of Paragraphs 13.b., 15.c. and 16.

e. Except as expressly provided in the Decree, Storm Water Compliance Representatives may delegate the performance of storm water compliance duties required under this Decree to Designees. Any such delegation does not relieve Builder of responsibility for the proper performance of any delegated task or for compliance with Storm Water Requirements.

(i) Designees shall have sufficient authority to perform the delegated tasks; and

(ii) The Quarterly Compliance Inspection shall not be conducted by the same person who conducted a Site Inspection under Paragraph 13 (Inspections) (other than a Quarterly Compliance Inspection under Paragraph 15 that also serves as a Site Inspection under Paragraph 13) at the Site during that quarter.

f. Storm Water Compliance Representatives may also hire Contractors to install, maintain or repair BMPs. Such Contractors need not be Designees to perform such tasks. Any such use of Contractors does not relieve Builder of responsibility for the proper performance of any delegated task or for compliance with Storm Water Requirements.

g. Builder shall post the name and contact information for all Site Storm Water Compliance Representatives for a Site at a conspicuous location at that Site, such as at the construction office, or at an entrance or exit if the Site does not have a construction office.

9. Notice to EPA of List of Projects and Sites.

a. Not later than sixty (60) days after the Date of Entry, Builder shall provide a List of Projects and Sites (“the List”) to the OECA representative listed in Section XIII (Notices) in searchable electronic form or in hardcopy, in the format attached as Appendix A as described below.

(i) The initial List shall include all Sites and Projects where Builder has initiated construction activity and final stabilization has not occurred as of the Date of Entry.

(ii) The List shall provide: (A) the State and County in which the Site

is located; and (B) the Site name.

(iii) Builder shall also provide on the List the following additional information for each Site: (A) the location information from the NOI (if the location information in the NOI does not contain a Site's street address or the latitude and longitude, then specific information regarding the Site's location – for example, a street address, nearby intersections, or the latitude and longitude – must be provided); (B) the date that the Pre-Construction Inspection and Review Form was signed, for Sites where Builder commenced construction activity after the Date of Entry; (C) the estimated number of acres that will be disturbed at the Site; (D) the name of the permit holder; and (E) when applicable, the date the NOT was signed. This additional information about each Site shall be provided either by adding the information to the List or by providing it by a hyperlink in the List to documents that contain the information (e.g., NOI, PCIR Form, NOT).

(iv) For each of Builder's Projects, the List shall include the Project's name and address.

(v) Builder shall also include on the List the number of Sites owned or operated by any entity in which Builder has an interest other than a wholly-owned interest.

b. Builder shall provide to the OECA representative listed in Section XIII (Notices) an updated List on or before the 30<sup>th</sup> day after the end of each Quarterly Reporting Period. The updated List shall include the information provided in Paragraph 9.a. for each Site and Project, including new Sites and Projects. New Sites or Projects are those where commencement of construction activity occurred during the prior Quarterly

Reporting Period. For previously listed Sites, Builder is required to update only the permittee name and the date the NOT was signed, and this information shall be provided by either adding the information to the List or by providing it by a hyperlink in the List to documents that contain the information (e.g., NOI, PCIR Form, NOT). Builder may remove Sites from the updated List after the date permit coverage was terminated under the Applicable Permit, but only after the date of permit coverage termination has appeared on at least one quarterly updated version of the List.

c. For purposes of this Paragraph 9, construction activity does not include geotechnical investigations, surveying, environmental testing, plant (vegetation) salvage, or the initial installation of storm water controls that are not sediment basins, provided that none of these activities involves significant soil disturbance.

10. Permits. Solely for the purposes of compliance with this Decree, at a Site where coverage under an Applicable Permit is or will be required, Builder shall obtain permit coverage at that Site prior to signing the Pre-Construction Inspection and Review Form, or within the time required by the Applicable Permit, whichever is earlier. This provision is not an admission by either Party as to the requirements for obtaining an Applicable Permit under the Clean Water Act.

11. Storm Water Plans and Records.

a. For each Site, Builder shall prepare a site-specific SWP prior to signing the Pre-Construction Inspection and Review Form, or within the time required by the Applicable Permit, whichever is earlier. This Paragraph 11 only applies to Sites at which the Pre-Construction Inspection and Review Form is signed after the Date of Entry.

b. Builder shall provide a copy of the National SWP Criteria attached as

Appendix B to the persons who prepare each of its SWPs. The development of all SWPs after the Date of Entry shall be guided by the National SWP Criteria.

c. All SWPs and SWP amendments shall comply with the terms and conditions of the Applicable Permit and this Decree. Each SWP shall:

- (i) be site specific;
- (ii) identify the BMPs that will be used for each anticipated major phase of construction;
- (iii) incorporate the inspection frequency and routine maintenance deadlines under the Applicable Permit; and
- (iv) include clear, concise descriptions of site-specific BMPs to implement the requirements of the Applicable Permit and to guide those responsible for overseeing implementation of the SWP at each stage of construction.

d. Each SWP shall contain a statement by the preparer that its development was guided by the requirements of Paragraph 11.c. and the National SWP Criteria attached hereto as Appendix B.

e. SWPs shall be revised or amended in accordance with the Applicable Permit.

f. All SWPs and SWP amendments shall be certified as required by the Applicable Permit.

g. All Site Storm Water Compliance Representatives shall review the SWP, and such review shall not be delegated.

h. The SWP and any Records required to be maintained at individual Sites by

the Applicable Permit or Paragraphs 8.a. (“Transition Document”), 12 (Pre-Construction Inspection and Review), 13 (Inspections), and 14 (Maintenance) shall be maintained at the relevant Site construction office if the Site has one. If there is no construction office, the location of the SWP and these Records shall be posted along with, or adjacent to, the contact information of the Site Storm Water Compliance Representative(s) required by Paragraph 8.g.

12. Pre-Construction Inspection and Review.

a. For Sites where Builder commences construction activity more than thirty (30) days after the Date of Entry, a Storm Water Compliance Representative (who must be Storm Water Trained not later than sixty (60) days after the Date of Entry) shall perform a Pre-Construction Inspection and Review prior to Builder’s commencement of construction activity at that Site.

b. For purposes of this Paragraph 12, the commencement of construction activity does not include geotechnical investigations, surveying, environmental testing, plant (vegetation) salvage, or the initial installation of BMPs that are not sediment basins, provided none of these activities involve significant soil disturbance.

c. The Pre-Construction Inspection and Review shall include an inspection of the entire Site and completion of the Pre-Construction Inspection and Review Form attached at Appendix C. Prior to the commencement of Builder’s construction activity, a Responsive Action shall be completed for each Action Item on the Pre-Construction Inspection and Review Form, identified during the Pre-Construction Inspection and Review.

d. A Storm Water Compliance Representative (who must be Storm Water

Trained not later than sixty (60) days after the Date of Entry) shall review and sign the Pre-Construction Inspection and Review Form, a task that may not be delegated. The Pre-Construction Inspection and Review Form shall be located as provided by Paragraph 11.h.

e. Where any entity other than Builder commenced construction activity at a Site and Builder takes title to all or a portion of that Site after the Date of Entry, Builder shall determine no later than ten (10) Business Days after taking title whether that portion of that Site has unstabilized soils. If so, Builder shall, as soon as practicable, install and maintain appropriate erosion and sediment control BMPs or assume responsibility for maintaining any existing appropriate erosion and sediment control BMPs for those portions of the Site with unstabilized soils.

13. Inspections.

a. At a minimum, the Site Storm Water Compliance Representative shall inspect each Site at the frequency required by the Applicable Permit. The Site Inspection requirements for each Site shall go into effect on the date the Pre-Construction Inspection and Review Form is signed, or on the date required by the Applicable Permit, whichever is earlier.

b. Commencing thirty (30) days after the Date of Entry, the Site Storm Water Compliance Representative (who must be Storm Water Trained not later than sixty (60) days after the Date of Entry) shall record Site Inspections on the Site Inspection Report form attached as Appendix D. If a Designee conducts an inspection, the Site Storm Water Compliance Representative shall review and sign the completed Site Inspection Report, a task that may not be delegated. The Site Inspection Report shall be certified in



accordance with the terms of the Applicable Permit.

c. The final Site Inspection Report generated prior to the submittal of a NOT shall be clearly labeled as such.

d. The Site Inspection Reports shall be kept with the SWP.

14. Maintenance.

a. Builder shall maintain each Site in accordance with Storm Water Requirements.

b. For every Action Item on the Site Inspection Report that is identified during a Site Inspection required by Paragraph 13 (Inspections) or on the Quarterly Compliance Inspection Form that is identified during a Quarterly Compliance Inspection as required by Paragraph 15 (Site Storm Water Compliance Review and Oversight), the Site Storm Water Compliance Representative or a Contractor whose work is supervised by the Site Storm Water Compliance Representative shall record the information required on the applicable forms (Appendices D and E) or in another single, identifiable document or database. The information required includes: a specific reference to the Action Item including the date of the inspection, a brief description of the Responsive Action taken, and the date the Responsive Action was completed. The Site Storm Water Compliance Representative need not (but may) record Responsive Actions completed during the inspection when the Action Item was discovered. The Responsive Action Log, Site Inspection Report, or the single identifiable document or database referenced above shall be kept on Site as per Paragraph 11.h.

15. Site Storm Water Compliance Review and Oversight.

a. Builder shall provide for Site oversight and review by following the

procedures in the subparagraphs below.

b. At least once during each Quarterly Reporting Period, beginning on the first full Quarterly Reporting Period after the Date of Entry or the first full Quarterly Reporting Period after the date the Pre-Construction Inspection and Review is signed, whichever is later, the Division Storm Water Compliance Representative shall conduct a Quarterly Compliance Inspection of each Site in the Division. The results shall be recorded on a Quarterly Compliance Inspection Form attached at Appendix E-1. The Quarterly Compliance Inspection shall not be conducted by the same person who conducted a Site Inspection under Paragraph 13 (Inspections) (other than a Quarterly Compliance Inspection under this Paragraph 15 that also serves as a Site Inspection under Paragraph 13) at the Site during that Quarterly Reporting Period.

c. No later than seven (7) days after the Quarterly Compliance Inspection, the Division Storm Water Compliance Representative shall complete a Quarterly Compliance Review in accordance with the form attached at Appendix E-2. The Division Storm Water Compliance Representative shall review the Quarterly Compliance Review Form with the Site Storm Water Compliance Representative(s) for that Site, all of whom shall sign the Quarterly Compliance Review Form. No task in this subparagraph may be delegated except as provided in Appendix E-2.

d. The Site Storm Water Compliance Representative(s) shall be responsible for managing the completion of a Responsive Action for each Action Item on the form and identified during the Quarterly Compliance Inspection or Quarterly Compliance Review in the same manner as required under Paragraph 14 (Maintenance).

e. If a Quarterly Compliance Inspection and Review is missed, then the next

Quarterly Compliance Review must also include the information required by the Review for the missed Quarterly Reporting Period.

16. Division-Wide Compliance Summary Report. Within thirty (30) days of the end of each Quarterly Reporting Period, the Division Storm Water Compliance Representative shall prepare a Division-Wide Compliance Summary Report in accordance with the form attached at Appendix F. The Division-Wide Compliance Summary Report shall be reviewed and signed by the Division Storm Water Compliance Representative, a task that may not be delegated. Copies shall be sent to all Site Storm Water Compliance Representatives within the Division and any other persons identified in Appendix F. If a Division-Wide Compliance Summary Report is missed, then the next Division-Wide Compliance Summary Report must also include the information for the missed report.

17. National Compliance Summary Report. The National Storm Water Compliance Representative shall submit the National Compliance Summary Report to the Federal Plaintiff pursuant to Section XIII (Notices), and submit to each of the State Plaintiffs the National Compliance Summary Report or the portion of the report that is relevant to that State, in accordance with the form attached as Appendix G. The National Storm Water Compliance Representative, or a Builder executive at a higher corporate level, shall certify the report. The tasks in this Paragraph may not be delegated. The National Compliance Summary Report shall be due as set forth in the following Table:

National Compliance Summary Report	Report Coverage Period (“National Reporting Period”)	Report Due Within 60 Days after the Last Day of the Following Period
1	1 <sup>st</sup> & 2 <sup>nd</sup> Quarterly Reporting Periods	2 <sup>nd</sup> Quarterly Reporting Period
2	3 <sup>rd</sup> & 4 <sup>th</sup> Quarterly Reporting Periods	4 <sup>th</sup> Quarterly Reporting Period
3	5 <sup>th</sup> , 6 <sup>th</sup> , 7 <sup>th</sup> & 8 <sup>th</sup> Quarterly Reporting Periods	8 <sup>th</sup> Quarterly Reporting Period
4	9 <sup>th</sup> , 10 <sup>th</sup> , 11 <sup>th</sup> & 12 <sup>th</sup> Quarterly Reporting Periods	12 <sup>th</sup> Quarterly Reporting Period

Copies shall be sent to the persons identified in Appendix G.

18. Storm Water Training Program.

a. Builder shall implement the Storm Water Training Program set forth in Appendices H, I and J. The Storm Water Training Program shall include: employee storm water training; Storm Water Compliance Representative training; and annual refresher training. Training under this program may be live or provided through electronic media.

(i) Builder shall provide employee storm water training to all Builder employees who, in the field at a Site, primarily and directly supervise (or who primarily and directly assist in the supervision of) construction activity at a Site and who are not covered by subparagraph 18.a.(ii). Builder employees must complete the employee storm water training no later than sixty (60) days after the Date of Entry, or no later than thirty (30) days after beginning work at a Site, whichever is later. The employee storm water training syllabus is attached at Appendix H. Employee storm water training that meets the requirements of this Consent Decree may be completed prior to the Date of Entry. The employee storm water training program may be the same as the Storm Water Compliance

Representative training program.

(ii) Builder shall provide Storm Water Compliance Representative training to all Storm Water Compliance Representatives and any Designee of such representative, who is a Builder employee, pursuant to the syllabus attached as Appendix I. To be certified as Storm Water Trained under this subparagraph, all Storm Water Compliance Representatives and Designees, who are Builder employees, must complete the Storm Water Compliance Representative training and pass a written, on-line, or computer-based test, which is equivalent to the test attached as Appendix J. All Storm Water Compliance Representatives and Designees, who are Builder employees, shall be certified as Storm Water Trained no later than sixty (60) days after the Date of Entry, or prior to being a designated Storm Water Compliance Representative or Designee at a Site, whichever is later. Storm Water Compliance Representative training that meets the requirements of this Consent Decree may be completed prior to the Date of Entry. Employees who have completed Storm Water Compliance Representative training within fifteen (15) months prior to the Date of Entry may be certified in compliance with this subparagraph by passing the test within sixty (60) days after the Date of Entry. A certification under this subparagraph shall be valid for up to fifteen (15) months.

(iii) Builder shall provide annual refresher training for Storm Water Compliance Representatives and Builder employee Designees who were previously certified under subparagraph 18.a.(ii) and who continue to work as Storm Water Representatives or Designees. Each such person shall complete the

annual refresher training, pursuant to the syllabus attached as Appendix I, and pass a written test which is equivalent to the test attached as Appendix J. The renewal certification shall be valid for up to fifteen (15) months.

(iv) Builder shall maintain records of each Storm Water Compliance Representative's and Designee's certification. Builder shall provide such records to the Federal Plaintiff within thirty (30) days of Federal Plaintiff's request, or within another period of time agreed to by the Builder and Federal Plaintiff in light of the size of the request.

b. Every instructor presenting Builder's Storm Water Training Program shall be either: (i) a Storm Water Consultant or (ii) a Storm Water Trained Builder employee.

c. Builder shall evaluate Builder's Storm Water Training Program annually and determine whether any changes to the Storm Water Training Program are necessary. A written evaluation of the Storm Water Training Program and a description of any significant proposed changes for EPA's approval shall be included in the second semi-annual National Compliance Summary Report, and each annual National Compliance Summary Report thereafter.

19. Storm Water Orientation Program.

a. Not later than sixty (60) days after the Date of Entry or prior to a Listed Contractor or Storm Water Consultant beginning work for Builder, whichever is later, Builder shall provide either by posting on an internet site or otherwise delivering to each Listed Contractor or Storm Water Consultant: an overview of the Builder's storm water program; information explaining how to contact a Site Storm Water Representative as required by Paragraph 20.c.(iv); and a description of the potential consequences for

failure to comply with Storm Water Requirements.

b. Not later than seven (7) days after the Site Pre-Construction Inspection and Review Form is signed or prior to a Listed Contractor or Storm Water Consultant beginning work at a Site, whichever is later, Builder shall provide all Listed Contractors and Storm Water Consultants at the Site the following information: Builder's compliance expectations; how to obtain additional storm water compliance information; and the potential consequences of non-compliance. This information may be provided by posting it in the same location as the information required by Paragraph 8.g. or it may be provided by alternative means of delivery.

20. Contractor and Storm Water Consultant Compliance.

a. After the Date of Entry, written requests for bids from Listed Contractors and Storm Water Consultants for work at a Site shall notify the bidding Listed Contractors and Storm Water Consultants that any successful bidder must comply with the Applicable Permit.

b. Within sixty (60) days of the Date of Entry or prior to a Listed Contractor or Storm Water Consultant beginning work for Builder, whichever is later, Builder shall provide either by posting on an internet site or otherwise delivering to each Listed Contractor or Storm Water Consultant the applicable "Dos & Don'ts List" included in Appendix L.

c. Builder's master contracts entered into or modified after the Date of Entry with Listed Contractors and Storm Water Consultants shall: (i) require compliance with the Applicable Permit and with instructions by Builder's Storm Water Compliance Representatives to comply with Storm Water Requirements; (ii) require all Listed

Contractors to circulate the “Dos and Don’ts List” to their employees and sub-contractors who will be working at a Site; (iii) require designation of a Contractor Representative or Storm Water Consultant Representative, respectively, with the authority to oversee, instruct, and direct their respective employees and sub-contractors at a Site regarding compliance with Storm Water Requirements; (iv) require the Contractor Representative or Storm Water Consultant Representative to contact a Builder’s Site Storm Water Compliance Representative to obtain any additional storm water compliance information; (v) where the information required by Paragraph 19.a. or 20.b. is provided through an internet site, identify the internet site and require the Listed Contractor Representative or Storm Water Consultant Representative to review the posted information; and (vi) describe the consequences for failure to comply with the Applicable Permit.

21. Corporate Acquisition. In the event that Builder acquires the business or all or substantially all of the assets of another company by purchase or merger after the Date of Entry, Paragraphs 8-20 of the Consent Decree shall apply to all of the acquired Projects and Sites owned or operated by the acquired company, or by one of its “wholly-owned subsidiaries” (as that term is defined in Paragraph 1.e. above, substituting the acquired company for Builder). Builder’s obligation to comply with Paragraphs 8-20 of this Consent Decree with respect to Projects and Sites owned or operated by the acquired company or one of its wholly-owned subsidiaries shall begin 180 days from the date of closing the transaction, or after a longer period of time if agreed to in writing by the Builder and Federal Plaintiff in light of the size of the acquisition. If a Site already has an existing SWP, then Builder does not need to comply with Paragraph 11 (Storm Water Plans and Records) or respond to Question 10 on Appendix C (Pre-Construction Inspection and Review Form) at such Site. If construction activity has commenced



(as defined in Paragraph 12) at a Site of the acquired company, then Builder need not comply with the requirements of Paragraph 12 (Pre-Construction Inspection and Review) at that Site. Nothing in this Paragraph shall affect Builder's obligation to comply with Applicable Permits at the newly acquired Sites.

22. Submission of Records.

a. Within thirty (30) days of Federal Plaintiff's request for a Record, or within a longer period of time agreed to in writing by the Builder and Federal Plaintiff in light of the size of the request, Builder shall provide a copy to Federal Plaintiff at the address set forth in the request of any Record required under this Decree. This Paragraph does not apply to Record requests concerning a specific Site made during or after a Government Inspection of that Site.

b. The submittal of any Record to OECA under Paragraph 9 (Notice to EPA of List of Projects and Sites), Paragraph 17 (National Compliance Summary Report), and in response to a request made pursuant to Paragraph 22.a. shall be accompanied by a certification that meets the requirements of 40 C.F.R. § 122.22(b)-(d).

V. CIVIL PENALTY

23. Not later than thirty (30) days after the Date of Entry, Builder shall pay the sum of \$795,000 as a civil penalty. Failure to pay the civil penalty shall subject Builder to interest accruing from the first day after the 30-day period has run until the date payment is made, or until the 14<sup>th</sup> day after the 30-day period has run, whichever occurs first, at the rate specified in 28 U.S.C. § 1961. Failure to pay the civil penalty for more than fourteen (14) days after the 30-day period has run shall subject Builder to the stipulated penalty set forth in Paragraph 30.l.

24. Builder shall pay \$549,000 of the civil penalty by FedWire Electronic Funds

Transfer (“EFT”) to the U.S. Department of Justice in accordance with written instructions to be provided to Builder following lodging of the Consent Decree by the Financial Litigation Unit of the U.S. Attorney’s Office for the Eastern District of Virginia, 101 West Main Street, Suite 8000, Norfolk, VA 23510, (757) 441-6331. At the time of payment, Builder shall send a copy of the EFT authorization form and the EFT transaction record, together with a transmittal letter, which shall state that the payment is for the civil penalty owed pursuant to the Consent Decree in United States et al. v. M.D.C. Holdings, Inc. et al., and shall reference the civil action number and DOJ case number 90-5-1-1-08285, to the United States in accordance with Section XIII of this Decree (Notices); by email to [acctsreceivable.CINWD@epa.gov](mailto:acctsreceivable.CINWD@epa.gov); and to:

EPA Cincinnati Finance Office  
26 Martin Luther King Drive  
Cincinnati, Ohio 45268.

25. Builder shall pay the civil penalty due to each State Plaintiff in the manner described below. Each payment shall be accompanied by a transmittal letter, which shall state that the payment is for the civil penalty owed pursuant to the Consent Decree in United States et al. v. M.D.C. Holdings, Inc. et al., and shall reference the civil action number and DOJ case number 90-5-1-1-08285.

a. Payment of \$62,000 of the civil penalty due the State of Colorado shall be made by check made out to the Colorado Department of Public Health and Environment and mailed to:

Enforcement Work Group Leader  
Colorado Department of Public Health and Environment  
Water Quality Control Division  
4300 Cherry Creek Drive, South, Bldg. B  
Denver, CO 80246-1530

Builder shall send a copy of the check and cover letter to the OECA addressee and the

State of Colorado in accordance with Section XIII (Notices).

b. Payment of \$39,000 of the civil penalty due the State of Maryland shall be made by check made out to the Maryland Clean Water Fund and mailed to:

Maryland Department of the Environment  
P.O. Box 2057  
Baltimore, MD 21203-2057

Builder shall send a copy of the check and cover letter to the OECA addressee and the State of Maryland in accordance with Section XIII (Notices).

c. Payment of \$64,000 of the civil penalty due the State of Nevada shall be made by check made out to NDEP and mailed to:

NDEP Water Pollution Control  
c/o Cliff Larson, Suite 3003  
901 South Stewart Street  
Carson City, NV 89701

Builder shall send a copy of the check and cover letter to the OECA addressee and the State of Nevada in accordance with Section XIII (Notices).

d. Payment of \$33,000 of the civil penalty due the State of Utah shall be made by check made out to Utah Division of Water Quality and sent by overnight courier to:

Attn: Walt Baker  
Utah Division of Water Quality, Third Floor  
288 North 1460 West  
Salt Lake City, UT 84116

Builder shall send a copy of the check and cover letter to the OECA addressee and the State of Utah in accordance with Section XIII (Notices).

e. Payment of \$48,000 of the civil penalty due the Commonwealth of Virginia shall be made by check, money order or cashier's check made out to Treasurer

of Virginia including a notation “For VA Stormwater Management Fund,” and mailed to:

Joseph H. Maroon  
Director  
Commonwealth of Virginia  
Department of Conservation and Recreation  
203 Governor Street, Suite 302  
Richmond, VA 23219

Builder shall send a copy of the check, money order or cashier’s check and cover letter to the OECA addressee and the Commonwealth of Virginia in accordance with Section XIII (Notices).

26. Builder shall not deduct the civil penalty paid under this Section in calculating its federal income tax.

#### VI. REPORTING REQUIREMENTS

27. All National Compliance Summary Reports shall be submitted to the Federal Plaintiff as designated in Section XIII of this Consent Decree (Notices). A response to a request under Paragraph 22 (Submission of Records) shall be submitted to the federal official making the request.

28. The reporting requirements of this Consent Decree do not relieve Builder of any reporting obligations required by the Clean Water Act or its implementing regulations, or by any other federal, state, or local law, regulation, permit, or other requirement.

#### VII. STIPULATED PENALTIES

29. Stipulated Penalty Amounts for Reported Violations. Builder shall submit National Compliance Summary Reports as required by Paragraph 17 (National Compliance Summary Report) to the Federal Plaintiff that will identify violations listed in this Paragraph. State Plaintiffs or Federal Plaintiff may also use other information gathered by State or Federal Plaintiffs to identify violations for which stipulated penalties may be assessed by the Federal

Plaintiff under this Paragraph 29. Except for subparagraph 29.a., stipulated penalties under this Paragraph will not begin to accrue until after the end of the second Quarterly Reporting Period. Federal Plaintiff may demand stipulated penalties pursuant to this Paragraph within one (1) year after the violation is reported to the Federal Plaintiff, or within six (6) months after termination of this Consent Decree pursuant to Section XVII (Termination), whichever is earlier. For each of the instances listed below, upon written demand of Federal Plaintiff, Builder shall pay stipulated penalties in the following amounts:

a. Discharge(s) of pollutants from a Site to a water of the United States prior to obtaining coverage as required under an Applicable Permit: \$2,500 per day of such discharge(s).

b. Failure to perform (including completion of all Responsive Actions) or, if performed, a material failure to document a Pre-Construction Inspection and Review as required by Paragraph 12 (Pre-Construction Inspection and Review): \$2,500 per Site.

c. Failure to perform or, if performed, a material failure to document a Site Inspection as required by Paragraph 13 (Inspections):

<u>Percentage of Inspections Missed/Undocumented Per National Reporting Period</u>	<u>Stipulated Penalty Per Period</u>		
	<u>3<sup>rd</sup> &amp; 4<sup>th</sup> QRP</u>	<u>5<sup>th</sup>–8<sup>th</sup> QRP</u>	<u>9<sup>th</sup>–12<sup>th</sup> QRP</u>
0.01 to 5%	0	0	0
5.01 to 8%	\$2,500	\$10,000	\$15,000
8.01 to 12%	\$6,750	\$25,000	\$30,000
12.01 to 20%	\$12,500	\$50,000	\$100,000
20.01 to 25%	\$25,000	\$100,000	\$200,000
>25%	\$62,500	\$250,000	\$500,000

d. Failure to perform or, if performed, a material failure to document a Quarterly Compliance Inspection or Review as required by Paragraph 15 (Site Storm Water Compliance Review and Oversight):

<u>Percentage of Quarterly Inspections or Reviews Undocumented Per National Reporting Period</u>	<u>Stipulated Penalty</u>
For each undocumented Inspection or review from 0.01 to 5% of required inspections or reviews:	\$100
For each additional undocumented Inspection or review from 5.01 to 10% of required inspections or reviews:	\$200
For each additional undocumented Inspection or review > 10% of required inspections or reviews:	\$300

If a Quarterly Compliance Review is missed, then the next Quarterly Compliance Review must also include the information required by the Review for the missed Quarterly Reporting Period.

e. Failure to prepare a Division-Wide Compliance Summary Report as required by Paragraph 16 (Division-Wide Compliance Summary Report):

<u>Days</u>	<u>Stipulated Penalty</u>
1 <sup>st</sup> through 7 <sup>th</sup> day	\$250 per Report
8 <sup>th</sup> through 30 <sup>th</sup> day	\$500 per Report
31 <sup>st</sup> through 90 <sup>th</sup> day	\$5,000 per Report

If a Division-Wide Compliance Summary Report is missed, then the next Division-Wide Compliance Summary Report must also include the information for the missed report.

f. Failure to have trained and certified Site Storm Water Compliance Representatives as required by Paragraph 18.a.(ii) and (iii) at the time of an inspection required by Paragraph 15 (Site Storm Water Compliance Review and Oversight): \$100 per person.

30. Stipulated Penalty Amounts for Non-Self-Reported Violations. Builder shall not be obligated to report the following violations to Federal Plaintiff. Except for subparagraph 30.l., stipulated penalties under this Paragraph will not begin to accrue until six (6) months after the Date of Entry. Federal Plaintiff may demand stipulated penalties pursuant to this Paragraph within one (1) year after the date the violation is discovered by Federal Plaintiff, or within six (6) months after the termination of this Consent Decree pursuant to Section XVII (Termination), whichever is earlier. For each of the instances listed below, upon written demand of Federal Plaintiff, Builder shall pay stipulated penalties in the following amounts:

a. Material failure to submit the initial List of Projects and Sites or an updated List of Projects and Sites as required by Paragraph 9 (Notice to EPA of List of Projects and Sites): \$500 per day.

b. Failure to designate Storm Water Compliance Representatives:

(i) Failure to designate Site Storm Water Compliance Representatives as required by Paragraph 8 (Designation of Storm Water Compliance Representatives): \$500 per person.

(ii) Failure to designate Division Storm Water Compliance Representative(s) as required by Paragraph 8 (Designation of Storm Water Compliance Representatives): \$250 per Site.

(iii) Failure to designate a National Storm Water Compliance

Representative as required by Paragraph 8 (Designation of Storm Water Compliance Representatives): \$1,000 per person.

c. Failure to train employees as required by Paragraph 18.a.(i) or failure to train and certify Storm Water Compliance Representatives and Builder-employed Designees as required by Paragraph 18.a.(ii) – (iii) (Storm Water Training Program): \$250 per person.

d. Failure to provide Storm Water Orientation as required by Paragraph 19.a. (Storm Water Orientation Program) shall be subject to the following stipulated penalties:

(i) if Builder chooses to satisfy the requirements of Paragraph 19.a. by posting such information on an internet site, and fails to timely post such information:

<u>Days</u>	<u>Stipulated Penalty</u>
1 <sup>st</sup> through 30 <sup>th</sup> days	\$100 per day
31 <sup>st</sup> through 60 <sup>th</sup> days	\$250 per day
61 <sup>st</sup> day and beyond	\$500 per day;

or

(ii) if Builder chooses to satisfy the requirements of Paragraph 19.a. by delivering such information in a manner other than through posting it on the internet, and fails to timely provide such information: \$50 per each affected Listed Contractor or Storm Water Consultant.

e. Failure to comply with the bid requirements of Paragraph 20.a.: \$50 per each affected Listed Contractor or Storm Water Consultant.



f. Failure to provide the information required by Paragraph 20.b. shall be subject to the following stipulated penalties:

(i) if Builder chooses to satisfy these requirements by posting such information on an internet site, but fails to timely post such information:

<u>Days</u>	<u>Stipulated Penalty</u>
1 <sup>st</sup> through 30 <sup>th</sup> days	\$100 per day
31 <sup>st</sup> through 60 <sup>th</sup> days	\$250 per day
61 <sup>st</sup> day and beyond	\$500 per day;

or

(ii) if Builder chooses to satisfy the requirements of Paragraph 20.b. by delivering such information in a manner other than through posting it on the internet, and fails to timely provide such information: \$50 per each affected Listed Contractor or Storm Water Consultant.

g. Failure to include the provisions required by Paragraph 20.c. in Builder's master contracts entered into or modified after the Date of Entry with Listed Contractors or Storm Water Consultants: \$50 per each affected Listed Contractor or Storm Water Consultant.

h. Failure to certify any submittal as required by Paragraph 22.b.: \$1,000 per violation.

i. Failure to prepare an initial SWP, or, if prepared, a material failure of the initial SWP to comply with the Applicable Permit or this Decree: \$2,500 per SWP.

j. At the time of a Government Inspection, failure to be in compliance with Paragraph 8.g. or 11.h.: \$500 per Government Inspection.

k. Failure to submit a National Compliance Summary Report as required by Paragraph 17 (National Compliance Summary Report):

<u>Days</u>	<u>Stipulated Penalty</u>
1 <sup>st</sup> through 14 <sup>th</sup> days	\$250 per day
15 <sup>th</sup> through 30 <sup>th</sup> days	\$500 per day
31 <sup>st</sup> day and beyond	\$1,000 per day

l. Failure to pay the civil penalty and any accrued interest required to be paid under Section V (Civil Penalty), Paragraph 23 when due: \$1,000 per day commencing fifteen (15) days after the due date.

31. Payment of Stipulated Penalties.

a. Builder shall provide information regarding violations under Paragraph 29 (Stipulated Penalty Amounts for Reported Violations) to the Federal Plaintiff in the National Compliance Summary Report in the form attached as Appendix G.

b. All penalties owed to the Plaintiffs under Paragraphs 29 and 30 above shall be due and payable within thirty (30) days of Builder's receipt from EPA of a demand for payment of the penalties (on behalf of the Federal and State Plaintiffs), unless Builder invokes the procedures under Section IX (Dispute Resolution).

(i) All payments of stipulated penalties owed to the Federal Plaintiff shall be made by Electronic Funds Transfer ("EFT") to the United States Department of Justice lockbox bank referencing DOJ case number 90-5-1-1-08285 and the civil action number. Payment shall be made in accordance with the instructions provided by the United States upon entry of the Decree. Any EFTs received at the United States Department of Justice lockbox bank after 11:00 a.m.

(Eastern Time) will be credited on the next Business Day. After payment, Builder shall mail a cover letter specifying the amount and date of payment, civil action number, DOJ case number 90-5-1-1-08285 and a reference to the demand letter, to the United States in accordance with Section XIII (Notices).

(ii) All payments of stipulated penalties owed to a State Plaintiff shall be made in the manner described below. Each payment shall be accompanied by a transmittal letter specifying the amount and date of payment, civil action number, DOJ case number 90-5-1-1-08285 and a reference to the demand letter.

(A) Payment of stipulated penalties due the State of Colorado shall be made by check made out to the Colorado Department of Public Health and Environment and mailed to:

Enforcement Work Group Leader  
Colorado Department of Public Health and Environment  
Water Quality Control Division  
4300 Cherry Creek Drive, South, Bldg. B  
Denver, CO 80246-1530

Builder shall send a copy of the check and cover letter to the OECA addressee and the State of Colorado in accordance with Section XIII (Notices).

(B) Payment of stipulated penalties due the State of Maryland shall be made by check made out to the Maryland Clean Water Fund and mailed to:

Maryland Department of the Environment  
P.O. Box 2057  
Baltimore, MD 21203-2057

Builder shall send a copy of the check and cover letter to the OECA

addressee and the State of Maryland in accordance with Section XIII (Notices).

(C) Payment of stipulated penalties due the State of Nevada shall be made by check made out to NDEP and mailed to:

NDEP Water Pollution Control  
c/o Cliff Larson, Suite 3003  
901 South Stewart Street  
Carson City, NV 89701

Builder shall send a copy of the check and cover letter to the OECA addressee and the State of Nevada in accordance with Section XIII (Notices).

(D) Payment of stipulated penalties due the State of Utah shall be made by check made out to Utah Division of Water Quality and sent by overnight courier to:

Attn: Walt Baker  
Utah Division of Water Quality, Third Floor  
288 North 1460 West  
Salt Lake City, UT 84116

Builder shall send a copy of the check and cover letter to the OECA addressee and the State of Utah in accordance with Section XIII (Notices).

(E) Payment of stipulated penalties due the Commonwealth of Virginia shall be made by check, money order or cashier's check made out to Treasurer of Virginia including a notation "For VA Stormwater Management Fund," and mailed to:

Joseph H. Maroon  
Director  
Commonwealth of Virginia  
Department of Conservation and Recreation  
203 Governor Street, Suite 302  
Richmond, VA 23219

Builder shall send a copy of the check, money order or cashier's check and cover letter to the OECA addressee and the Commonwealth of Virginia in accordance with Section XIII (Notices).

c. State Plaintiffs shall receive 50% of the stipulated penalties collected for violations of subparagraphs 30.b.(i), 30.b.(ii), 30.c., 30.i., and 30.j. that are attributable to violations occurring in their state and are discovered by Plaintiffs. State Plaintiffs shall receive 50% of the stipulated penalties collected for violations of subparagraph 29.a. that are attributable to violations occurring in their state. Stipulated penalties reported by Builder pursuant to Paragraph 29 (with the exception of subparagraph 29.a.) shall be paid in full to the Federal Plaintiff.

32. Stipulated penalties shall accrue as provided in Paragraphs 29 and 30 above. For stipulated penalties that are assessed "per day," penalties shall begin to accrue on the day after performance is due or on the day a violation occurs, whichever is applicable, and shall continue to accrue until performance is completed or until the violation ceases. Stipulated penalties shall accrue simultaneously for separate violations of the Consent Decree. Penalties shall accrue regardless of whether Federal Plaintiff has notified Builder of a violation, but need not be paid until a demand is made. However, if a penalty would otherwise accrue because the List of Projects and Sites (Paragraph 9) or the Quarterly Compliance Inspection and Review (Paragraph 15) is deemed by the Federal Plaintiff to contain a material deficiency, stipulated penalties shall not begin to accrue until the Federal Plaintiff has notified Builder of any such deficiency.

33. The Federal Plaintiff may, in the unreviewable exercise of its discretion, reduce or waive stipulated penalties otherwise due it under this Consent Decree.

34. Stipulated penalties shall continue to accrue as provided in Paragraph 32, above, during any Dispute Resolution, but need not be paid until the following:

a. If the dispute is resolved by agreement or by a decision of the Federal Plaintiff that is not appealed to the Court, Builder shall pay penalties agreed upon or accepted to the Federal Plaintiff within thirty (30) days of the effective date of the agreement or the receipt of Federal Plaintiff's decision or order.

b. If the dispute is appealed to the Court and the Federal Plaintiff prevails in whole or in part, Builder shall pay all penalties awarded by the Court within sixty (60) days of receiving the Court's decision or order, except as provided in subparagraph c, below.

c. If any Party appeals the District Court's decision, Builder shall pay all penalties awarded by the Court, together with interest as provided in Paragraph 36 running from the 61<sup>st</sup> day after the District Court's decision, within fifteen (15) days of receiving the final appellate court decision.

d. Notwithstanding Paragraph 32, during judicial review by this Court under Section IX (Dispute Resolution) of this Decree, stipulated penalties shall not accrue, during the period, if any, beginning on the 31<sup>st</sup> day after the Court's receipt of the motion provided for by Paragraph 45 until the date that the Court issues a final decision regarding such dispute.

35. Builder shall not deduct stipulated penalties paid under this Section in calculating its federal income tax.

36. If Builder fails to pay stipulated penalties according to the terms of this Decree, Builder shall be liable for interest on such penalties, as provided for in 28 U.S.C. § 1961, accruing as of the date payment became due pursuant to Paragraph 31.b. or Paragraph 34.

37. Except as provided in this Paragraph, the Federal and State Plaintiffs reserve the right to pursue any other remedies for violations of this Consent Decree, the Clean Water Act, or equivalent state law to which they are entitled. Any such action shall not be considered a “Covered Dispute” under Section IX (Dispute Resolution). The Federal and State Plaintiffs will not seek stipulated penalties and civil or administrative penalties for the same violation; provided, however, the Federal and State Plaintiffs expressly reserve the right to seek injunctive relief against Builder for violations of this Decree, the Clean Water Act, or equivalent state law even if a stipulated penalty has been collected pursuant to this Decree.

#### VIII. FORCE MAJEURE

38. A “force majeure event,” for purposes of this Consent Decree, is defined as any event arising from causes beyond the control of Builder, its contractors, or any entity controlled by Builder that prevents or delays the performance of any obligation of this Consent Decree despite all reasonable efforts by Builder to fulfill the obligation. “All reasonable efforts” includes using all reasonable efforts to anticipate any potential force majeure event (where such event can be anticipated) and using all reasonable efforts to address the effects of any such event: (a) as it is occurring; and (b) after it has occurred, to prevent or minimize any resulting failure to perform or delay in performing any obligation of this Consent Decree. “Force majeure event” does not include Builder’s financial inability to perform any obligation under this Consent Decree.

39. Builder shall retain all rights granted under the Applicable Permit concerning a

force majeure event.

40. Builder shall provide notice to the OECA representative listed in Section XIII (Notices) orally or by electronic or facsimile transmission (“initial notice”) as soon as practicable, but not later than ten (10) days after the time Builder first knew of, or by the exercise of due diligence, should have known of, a claimed force majeure event. Builder shall also provide written notice (“subsequent written notice”), as provided in Section XIII of this Consent Decree (Notices), within thirty (30) days of the time Builder first knew of, or by the exercise of due diligence, should have known of, the event. The Federal Plaintiff may, in its unreviewable discretion, extend the time within which initial notice or subsequent written notice must be given. No such extension shall be effective unless in writing. The subsequent written notice shall state the anticipated duration of any failure to comply or delay in compliance with any obligation of this Consent Decree; the cause(s) of such failure or delay; Builder’s past and proposed actions to prevent or minimize such failure or delay; a schedule for carrying out those actions; and Builder’s rationale for attributing any failure to comply or delay in compliance to a force majeure event. Except as may be provided in Paragraph 39, failure to provide initial notice and subsequent written notice as required by this Paragraph shall preclude Builder from asserting any claim of force majeure.

41. If the Federal Plaintiff agrees that a force majeure event, as defined by this Section, has occurred, the Federal Plaintiff shall agree to extend the time for Builder to perform the affected requirements for the time necessary to complete those obligations. An extension of time to perform the obligations affected by a force majeure event shall not, by itself, extend the time to perform any unaffected obligation. Failures resulting from a force majeure event shall not be considered a breach of this Consent Decree, and Builder shall not be liable for any



stipulated penalties occurring as a direct result of the event, provided Builder complies with the terms of this Section.

42. If the Federal Plaintiff does not agree that a force majeure event, as defined by this Section, has occurred, or does not agree to the length of the extension of time sought by Builder, the Federal Plaintiff's position shall be binding, unless Builder invokes Dispute Resolution under Section IX of this Consent Decree. In any such dispute, Builder bears the burden of proving, by a preponderance of the evidence, that each claimed force majeure event is a force majeure event, that Builder gave the notice required by Paragraph 40, that the force majeure event caused any failure to comply or delay in compliance with an obligation of this Consent Decree that Builder claims was attributable to that event, and that Builder exercised all reasonable efforts to prevent or minimize any failure or delay in compliance caused by the event.

#### IX. DISPUTE RESOLUTION

43. Unless otherwise expressly provided for in this Consent Decree, the dispute resolution procedures of this Section shall be the exclusive mechanism to resolve a dispute arising under or with respect to this Consent Decree ("Covered Dispute"). A Covered Dispute shall be considered to have arisen when Builder serves on Federal Plaintiff a written notice of dispute, in accordance with Section XIII of this Consent Decree (Notices). Such notice of dispute shall state clearly the matter in dispute.

44. Dispute Resolution.

a. Any Covered Dispute shall first be the subject of informal negotiations. Informal negotiations shall proceed from the date the notice of dispute is served, as follows, unless these periods are modified by written agreement.

b. If Builder invokes dispute resolution procedures, within fifteen (15) days

of service of written notice of the dispute, Builder shall serve on the Federal Plaintiff a written Statement of Position regarding the Covered Dispute, in accordance with Section XIII of this Consent Decree (Notices). The Statement of Position shall include, but need not be limited to, a concise statement of the Covered Dispute, the Builder's position, and an explanation of that position.

c. The Federal Plaintiff shall serve its Statement of Position within thirty (30) days of receipt of Builder's Statement of Position, in accordance with Section XIII of this Consent Decree (Notices). The Federal Plaintiff's Statement of Position shall include, but need not be limited to, a concise statement of the Covered Dispute, the Federal Plaintiff's position, and an explanation of that position.

d. Upon Builder's receipt of Federal Plaintiff's Statement of Position, Federal Plaintiff and Builder may work towards resolving the Covered Dispute. If no resolution is reached within fifteen (15) days, or such longer period as may be agreed to in writing by the Parties, the Federal Plaintiff's Statement of Position shall be binding on Builder, unless Builder files a motion for judicial resolution of the Covered Dispute within thirty (30) days after the conclusion of informal negotiations in accordance with the following Paragraph.

45. Judicial Resolution. Builder may seek judicial resolution of the Covered Dispute by filing with the Court and serving on the Federal Plaintiff, in accordance with Section XIII of this Consent Decree (Notices), a motion requesting judicial resolution of the Covered Dispute.

46. The Federal Plaintiff shall respond to Builder's motion within the time period allowed by the Local Rules of this Court. Builder may file a reply memorandum, to the extent permitted by the Local Rules.

47. Except as otherwise provided in this Consent Decree, Builder shall bear the burden of establishing its position on the Covered Dispute by a preponderance of the evidence under applicable law.

48. Subject to Paragraph 34.d., the invocation of dispute resolution procedures under this Section shall not, by itself, extend, postpone, or affect in any way any obligation of Builder under this Consent Decree, unless and until final resolution of the dispute so provides. Subject to Paragraph 34.d., stipulated penalties with respect to the disputed matter shall continue to accrue from the first day of noncompliance, but payment shall be stayed pending resolution of the dispute as provided in Paragraph 34. If Builder does not prevail on the disputed issue, stipulated penalties awarded by the Court shall be paid as provided in Section VII (Stipulated Penalties).

#### X. INFORMATION COLLECTION AND RETENTION

49. The Federal Plaintiff, State Plaintiffs and their authorized representatives acting on their behalf, upon presentation of credentials and at all reasonable times, shall have the right of entry onto all Sites and Projects and have the right to access Records located at Sites or Projects or at any offsite location where Records pertaining to a Site or Project are located, for the purpose of assessing Builder's compliance with this Consent Decree.

50. Until one (1) year after the termination of this Consent Decree, Builder shall retain, and shall instruct its Storm Water Consultants to preserve, all Records. This information-retention requirement shall apply regardless of any contrary corporate or institutional policies or procedures.

51. At any time during the applicable retention period for a Record and upon request by the Federal Plaintiff, Builder shall provide to Federal Plaintiff a copy of any Record required to be maintained under this Section. Builder shall provide Records requested by Federal Plaintiff

pursuant to this Paragraph consistent with the procedures set forth in Paragraph 22 (Submission of Records). This Paragraph does not apply to Record requests made during a Government Inspection.

52. Builder may assert that certain Records are privileged under the attorney-client privilege or any other privilege recognized by federal law. If Builder asserts a privilege, it must identify the privilege being asserted and describe the nature of the Record not being produced or disclosed in a manner that, without revealing information itself privileged or protected, will enable the Federal Plaintiff to assess the applicability of the privilege or protection; provided, however, that no Records required to be created or maintained by this Consent Decree shall be withheld on grounds of privilege.

53. With respect to any Records provided to Federal Plaintiff, Builder may also assert that information required to be provided under this Section is protected as Confidential Business Information (“CBI”) under 40 C.F.R. Part 2. As to any information that Builder seeks to protect as CBI, Builder shall follow the procedures set forth in 40 C.F.R. Part 2.

54. Nothing in this Consent Decree shall be construed to limit any right of entry or access or other information gathering authority held by Federal or State Plaintiffs pursuant to any federal, state or local law, permit, or regulation, nor shall it be construed to limit any duty or obligation of Builder to maintain documents, records, or other information imposed by applicable federal or state laws, regulations or permits.

#### **XI. EFFECT OF SETTLEMENT/RESERVATION OF RIGHTS**

55. Federal Plaintiff. In consideration of the payment of the penalty required by Paragraph 23, Federal Plaintiff hereby releases its claims and covenants not to sue or take administrative action against Builder for civil violations or alleged civil violations at the Sites

listed in Appendix M, through the date of lodging, of: (i) Section 308 of the Clean Water Act as it relates to Storm Water Requirements; (ii) the prohibition in Section 301(a) of the Clean Water Act against discharging pollutants without an Applicable Permit; or (iii) the conditions, limitations and requirements of an Applicable Permit. The provisions of this Paragraph shall survive the termination of this Decree.

56. State Plaintiffs. In consideration of the payment of the penalty required by Paragraph 23, State Plaintiffs hereby release their claims and covenant not to sue or take administrative action against Builder for civil violations or alleged civil violations at the Sites listed in Appendix M, through the date of lodging, of: (i) state law equivalent to Section 308 of the Clean Water Act as it relates to Storm Water Requirements; (ii) the prohibition in Section 301(a) of the Clean Water Act against discharging pollutants without an Applicable Permit and any state law equivalent to this prohibition; (iii) the conditions, limitations and requirements of an Applicable Permit; or (iv) any state law, regulation or permit regulating discharges of storm water. The provisions of this Paragraph shall survive the termination of this Decree.

57. Plaintiffs' Reservation of Rights.

- a. Each Plaintiff reserves all rights not expressly waived in this Decree.
- b. Each Plaintiff reserves all rights and remedies, legal and equitable, available to enforce the provisions of this Decree.
- c. Each Plaintiff reserves the right to seek and obtain criminal sanctions against any person, including Builder.
- d. Each Plaintiff reserves the right to undertake any action for injunctive relief against any person, including Builder, in response to conditions which may present an imminent and substantial endangerment to the public health or welfare or the

environment.

58. Builder's Reservation of Rights. Except as expressly stated herein, Builder reserves all defenses and all rights and remedies, legal and equitable, available to it in any action brought by any Plaintiff or by Builder under this Decree, an Applicable Permit, the Clean Water Act, or any other federal or state statutes, regulations or rules. This Decree shall not be construed as a waiver of any defenses or remedies that Builder may have to any future alleged violations of an Applicable Permit, or of the federal and state laws and regulations governing an Applicable Permit.

59. Not a Permit Modification. This Consent Decree is neither a permit, nor a modification of any permit, under any federal, state, or local laws or regulations, and this Decree does not relieve Builder of its responsibilities to comply with all applicable federal, state, and local laws, regulations, and permits. The Federal and State Plaintiffs do not, by their consent to the entry of this Consent Decree, warrant or aver in any manner that Builder's compliance with any aspect of this Consent Decree will result in compliance with provisions of the Clean Water Act, 33 U.S.C. §§ 1251-1387, or with any other provisions of federal, state, or local laws, regulations, or permits.

60. Third Parties. This Consent Decree does not limit or affect the rights of Builder or of the Federal and State Plaintiffs against any third parties, not party to this Consent Decree, nor does it limit the rights of third parties, not party to this Consent Decree, against Builder, except as otherwise provided by law. This Consent Decree shall not be construed to create rights in, or grant any cause of action to, any third party that is not a party to this Consent Decree.

61. No Admission. Builder does not admit any liability to the United States or the State Plaintiffs arising out of the transactions or occurrences alleged in the Complaint.

XII. COSTS

62. The Parties shall bear their own costs of this action, including attorneys' fees.

XIII. NOTICES

63. Unless otherwise specified herein, whenever notifications, submissions, or communications are required by this Consent Decree, they shall be made in writing and addressed as follows:

To the Federal Plaintiff:

Chief, Environmental Enforcement Section  
Environment and Natural Resources Division  
U.S. Department of Justice  
Box 7611 Ben Franklin Station  
Washington, DC 20044-7611  
Re: DOJ Case No. 90-5-1-1-08285

and

Director, Water Enforcement Division  
Office of Enforcement and Compliance Assurance  
U.S. EPA  
Mail Code 2243A  
Room 3102  
1200 Pennsylvania Ave, NW  
Washington, DC 20460-0001

For Force Majeure and Modification Purposes Only:

Everett Volk  
U.S. EPA  
Mail Code 2243A  
1200 Pennsylvania Ave, NW  
Washington, DC 20460-0001  
202-564-2828  
202-564-0018 (fax)  
volk.everett@epa.gov

To the State of Colorado:

Scott Klarich  
Enforcement Work Group Leader  
Colorado Department of Public Health and Environment  
Water Quality Control Division  
4300 Cherry Creek Drive, South, Bldg. B  
Denver, CO 80246-1530

To the State of Maryland:

Principal Counsel  
Office of the Attorney General  
Maryland Department of the Environment  
1800 Washington Boulevard  
Baltimore, MD 21230

Chief  
Enforcement Division, Compliance Program  
Water Management Administration  
Maryland Department of the Environment  
1800 Washington Boulevard  
Baltimore, MD 21230

To the State of Nevada:

Janet Hess, Deputy Attorney General  
State of Nevada  
100 N. Carson Street  
Carson City, NV 89701-4717

To the State of Utah:

Laura Lockhart  
160 East 300 South  
5th Floor  
P.O. Box 140873  
Salt Lake City, UT 84114-0873

To the Commonwealth of Virginia:

Joseph H. Maroon, Director  
Commonwealth of Virginia  
Department of Conservation and Recreation  
203 Governor Street, Suite 302  
Richmond, VA 23219



Elizabeth Andrews  
Assistant Attorney General  
Commonwealth of Virginia  
Environmental Section  
Office of the Attorney General  
900 East Main Street  
Richmond, VA 23219

To Builder:

Michael Touff  
Senior Vice President and General Counsel  
M.D.C. Holdings, Inc.  
4350 S. Monaco Street, 5th Floor  
Denver, CO 80234

Wayne Forman, Esq.  
Brownstein Hyatt Farber Shreck LLP  
410 17th Street, Suite 2200  
Denver, CO 80202

64. Any Party may, by written notice to the other Parties, change its designated notice recipient or notice address provided above.

65. Notices provided pursuant to this Section will be deemed to have been submitted: (1) on the Business Day sent if provided by facsimile; (2) on the date postmarked if provided by mail; and (3) on the date picked up by the overnight delivery service if provided by overnight delivery. The Parties may, by written mutual agreement, provide for an alternative method of delivery of notice.

XIV. EFFECTIVE DATE

66. The Effective Date of this Consent Decree shall be the Date of Entry.

XV. RETENTION OF JURISDICTION

67. The Court shall retain jurisdiction over this case until termination of this Consent Decree for the purpose of resolving disputes arising under this Decree or entering orders

modifying this Decree pursuant to Sections IX (Dispute Resolution) and XVI (Modification), or effectuating or enforcing compliance with the terms of this Decree. The Court shall retain jurisdiction after termination only for the purposes set forth in Paragraph 75 below.

#### XVI. MODIFICATION

68. Except as otherwise set forth in Paragraph 69 below, the terms of this Consent Decree, including any attached appendices, may be modified by a written agreement signed by Builder and Federal Plaintiff (after consultation with State Plaintiffs) without approval of the Court.

69. Any modification which constitutes a material change to the terms of the Consent Decree, including any material change to an Appendix, shall be effective only upon approval by the Court.

70. Builder may propose minor modifications to the Appendices to this Consent Decree for the purposes of adding information, changing formatting as necessary to align the Appendices with an Applicable Permit or Builder's management needs, or adding or changing questions on the training tests in Appendix J for purposes of improving the test ("Minor Appendix Modification"). Builder may begin using a modified Appendix after submitting it to the OECA representative listed in Section XIII (Notices). If Federal Plaintiff determines that a Minor Appendix Modification does not comply with the terms of this Consent Decree, it shall notify Builder and provide a list of changes required to bring the submitted Appendix into compliance with this Decree. Builder has thirty (30) days after receipt of the list of changes to incorporate Federal Plaintiff's list of changes. The resulting Appendix shall supersede the original form or report and be considered a minor modification.

71. If a Site that meets the criteria articulated in Appendix M is inadvertently left off

of Appendix M, Builder may submit, through the 60<sup>th</sup> day after lodging of the Consent Decree, a revised list with the additional Site(s) included. Any revised list shall be submitted for review to the OECA representative listed in Section XIII (Notices). If the Federal Plaintiff, after consultation with the State Plaintiffs, agrees that the revision to the list meets the criteria articulated in Appendix M, and if Builder and Federal Plaintiff sign a written agreement pursuant to Paragraph 68, the parties shall file a joint stipulation with the Court, seeking approval of the modified Appendix M and approval of the Court to amend Appendix A of the Complaint accordingly.

## **XVII. TERMINATION**

72. The following conditions (“Conditions of Termination”) are the exclusive conditions for termination of this Decree and all of Builder’s obligations hereunder. This Decree shall terminate under the procedures set forth in this Section when these Conditions of Termination have been met:

- a. the passing of three years since the Date of Entry (“the Third Anniversary”);
- b. Builder has paid all civil penalties and related interest due under this Decree;
- c. Builder has paid all stipulated penalties and related interest demanded through the Third Anniversary by Federal Plaintiff under Paragraph 31, excluding any stipulated penalties or interest that are subject to Dispute Resolution, as to which this Court shall retain jurisdiction under Paragraph 75, below;
- d. Builder has established and implemented a management system designed to fulfill its obligations under Paragraphs 8, 11, 12, 13, 14, 15 and 16;

e. Builder has established and implemented a Training and Orientation Program designed to fulfill its obligations under Paragraphs 18, 19 and 20;

f. Builder has submitted all Lists of Sites required by Paragraph 9 as of the Third Anniversary;

g. Builder has acquired or applied for coverage under an Applicable Permit for all Sites existing as of the Third Anniversary; and

h. Builder has submitted all National Reports required by Paragraph 17, including the National Compliance Summary Report submitted following the Third Anniversary.

73. The following procedures for terminating this Decree shall govern (and the Parties intend that this process shall be resolved at the earliest possible time):

a. Any time subsequent to the date forty-five (45) days prior to the Third Anniversary, Builder may submit to Federal Plaintiff a proposed motion to terminate the Decree (“Proposed Motion”). The Proposed Motion shall include a draft certification, that meets the requirements of 40 C.F.R. § 122.22, that Builder has fulfilled the Conditions of Termination. Following receipt by Federal Plaintiff of the Builder’s Proposed Motion, the Builder and Federal Plaintiff shall confer informally concerning the proposal and any disagreement that these parties may have as to whether Builder has met the Conditions of Termination.

b. No sooner than forty-five (45) days after delivery of the Proposed Motion to Federal Plaintiff, Builder may file a motion to terminate this Decree. This motion shall contain a final certification, that meets the requirements of 40 C.F.R. § 122.22, that Builder has fulfilled the Conditions of Termination as of the date of the filing of the

motion.

(i) If the Federal Plaintiff, after consultation with the State Plaintiffs, agrees that the Conditions of Termination have been met, it shall join in the motion to terminate. In that event, the Court shall enter an order terminating this Decree effective as of the filing of said motion.

(ii) If the Federal Plaintiff, after consultation with the State Plaintiffs, does not agree that the Conditions of Termination have been met, it shall serve its opposition to the motion in accordance with the local rules of the Court. Builder may reply in accordance with the local rules of the Court. If the Court finds based upon the preponderance of the evidence that Builder has met the Conditions of Termination, it shall order this Decree terminated effective as of the date of filing the motion to terminate.

(iii) If Federal Plaintiff neither joins in the motion to terminate nor files a timely opposition, upon Builder's request the Court shall enter an order terminating the Decree effective as of the date of filing the motion to terminate.

74. If the initial motion to terminate is denied by the Court, one or more renewed motion(s) to terminate may be filed. The Court shall decide a renewed motion to terminate based on the Conditions of Termination set forth in Paragraph 72, reviewed for fulfilling the requirements as of the Third Anniversary date, except that if the Court has previously found that conditions 72.d. (management systems) and 72.e. (training and orientation programs) had not been met, then Builder's compliance with such unmet conditions shall be determined as of the date of filing of the renewed motion. If Builder has met the Conditions of Termination, the Court shall order this Decree terminated effective as of the date of filing of the renewed motion.

75. After the Consent Decree has been terminated in accordance with Paragraphs 72 - 74, this Court shall retain jurisdiction over this Decree only for the following purposes:

- a. to resolve any dispute concerning unresolved matters subject to dispute resolution pursuant to Section IX (Dispute Resolution);
- b. to resolve any enforcement action pending on the termination date under this Decree; and
- c. to resolve any outstanding stipulated penalties demanded and owing based on the National Compliance Summary Report submitted following the Third Anniversary;

provided that this Paragraph applies only to matters arising prior to termination: it does not authorize the reopening of this Decree or any extension of the compliance program imposed by this Decree.

#### XVIII. PUBLIC PARTICIPATION

76. This Consent Decree shall be lodged with the Court for a period of not less than thirty (30) days for public notice and comment in accordance with 28 C.F.R. § 50.7. The Federal Plaintiff reserves the right to withdraw or withhold its consent if the comments regarding the Consent Decree disclose facts or considerations indicating that the Consent Decree is inappropriate, improper, or inadequate. Builder consents to entry of this Consent Decree, in its present form, without further notice and agrees not to withdraw from or oppose entry of this Consent Decree, in its present form, by the Court or to challenge any provision of the Decree, unless the Federal Plaintiff has notified Builder in writing that it no longer supports entry of the Decree.

## XIX. SIGNATORIES/SERVICE

77. The undersigned representative of each Party certifies that he or she is authorized to execute this Consent Decree and to legally bind the Party he or she represents.

78. This Consent Decree may be executed in any number of counterparts, each of which will be deemed an original, but all of which will constitute one and the same instrument.

79. Builder agrees to waive summons and the formal service requirements set forth in Rules 4 and 5 of the Federal Rules of Civil Procedure and any applicable Local Rules of this Court and agrees to accept service of the complaint by mail.

## XX. INTEGRATION

80. This Consent Decree constitutes the final, complete, and exclusive agreement and understanding among the Parties with respect to the settlement embodied in the Decree and supersedes all prior agreements and understandings, whether oral or written, concerning the settlement embodied herein. Other than the Appendices, which are attached to and incorporated in this Decree, and deliverables that are subsequently submitted and approved pursuant to this Decree, no other document, nor any representation, inducement, agreement, understanding, or promise, constitutes any part of this Decree or the settlement it represents, nor shall it be used in construing the terms of this Decree. The Parties further acknowledge that the Appendices may be modified pursuant to Section XVI (Modification).

## XXI. APPENDICES

81. The following appendices are attached to and incorporated into this Consent Decree:

Appendix A: Form for Site and Project List

Appendix B: SWP Criteria

- Appendix C: Pre-Construction Inspection and Review Form
- Appendix D: Site Inspection Report
- Appendix E-1: Quarterly Compliance Inspection
- Appendix E-2: Quarterly Compliance Review Form
- Appendix F: Division-Wide Compliance Summary Report
- Appendix G: National Compliance Summary Report
- Appendix H: Training Syllabus For Builder Employees
- Appendix I: Initial Certification Training Syllabus and Annual Refresher  
Training Syllabus For Site Storm Water Compliance Representatives  
and Designees
- Appendix J: Initial and Annual Certification Tests
- Appendix K: List of Contractors
- Appendix L: Contractor Dos and Don'ts
- Appendix M: List of Sites Subject to Covenant Not to Sue

## XXII. FINAL JUDGMENT

82. Upon approval and entry of this Consent Decree by the Court, this Consent Decree shall constitute a final judgment of the Court as to the Federal Plaintiff, the State of Colorado, the State of Maryland, the State of Nevada, the State of Utah, the Commonwealth of Virginia, and Builder. The Court finds that there is no just reason for delay and therefore enters this judgment as a final judgment under Federal Rules of Civil Procedure 54 and 58.

IT IS HEREBY SO ORDERED this \_\_\_\_\_ day of \_\_\_\_\_,  
2008

\_\_\_\_\_  
UNITED STATES DISTRICT JUDGE



WE HEREBY CONSENT to the entry of the Consent Decree in United States et al. v. M.D.C. Holdings, Inc. et al., subject to the public notice requirements of 28 C.F.R. § 50.7.

FOR THE UNITED STATES OF AMERICA:

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RONALD J. TENPAS  
Assistant Attorney General  
Environment and Natural Resources Division  
United States Department of Justice  
950 Pennsylvania Ave., NW  
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2100 Jamieson Avenue  
Alexandria, Virginia 22314  
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WE HEREBY CONSENT to the entry of the Consent Decree in United States et al. v. M.D.C. Holdings, Inc. et al., subject to the public notice requirements of 28 C.F.R. § 50.7.

FOR THE UNITED STATES OF AMERICA (Continued):

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GRANTA Y. NAKAYAMA  
Assistant Administrator  
Office of Enforcement and Compliance Assurance  
U.S. Environmental Protection Agency  
1200 Pennsylvania Ave., NW  
Suite 3204  
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WE HEREBY CONSENT to the entry of the Consent Decree in United States et al. v. M.D.C. Holdings, Inc. et al., subject to the public notice requirements of 28 C.F.R. § 50.7.

FOR THE UNITED STATES OF AMERICA (Continued):

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WAYNE NASTRI  
Regional Administrator  
U.S. Environmental Protection Agency, Region 9  
75 Hawthorne Street  
San Francisco, CA 94105  
415-947-8702  
415-947-3588 (fax)  
nastri.wayne@epa.gov

WE HEREBY CONSENT to the entry of the Consent Decree in United States et al. v. M.D.C. Holdings, Inc. et al., subject to the public notice requirements of 28 C.F.R. § 50.7.

FOR THE UNITED STATES OF AMERICA (Continued):

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DONALD S. WELSH  
Regional Administrator  
U.S. Environmental Protection Agency, Region III  
1650 Arch Street  
Philadelphia, PA 19103-2029  
215-814-2900  
215-814-2901 (fax)  
welsh.donald@epa.gov

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WILLIAM C. EARLY  
Regional Counsel  
U.S. Environmental Protection Agency, Region III  
1650 Arch Street  
Philadelphia, PA 19103-2029  
215-814-2626  
215-814-2603 (fax)  
early.william@epa.gov

WE HEREBY CONSENT to the entry of the Consent Decree in United States et al. v. M.D.C. Holdings, Inc. et al., subject to the public notice requirements of 28 C.F.R. § 50.7.

FOR THE STATE OF COLORADO:

JOHN W. SUTHERS  
Attorney General of Colorado

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WILLIAM C. ALLISON, V  
First Assistant Attorney General  
Environmental Quality Unit  
Natural Resources and Environment Section  
Colorado Office of the Attorney General  
1525 Sherman Street, 5th Floor  
Denver, CO 80203  
303-866-4500  
303-866-3558 (fax)  
william.allison@state.co.us

WE HEREBY CONSENT to the entry of the Consent Decree in United States et al. v. M.D.C. Holdings, Inc. et al., subject to the public notice requirements of 28 C.F.R. § 50.7.

FOR THE STATE OF MARYLAND:

DOUGLAS F. GANSLER  
Attorney General of Maryland

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JENNIFER L. WAZENSKI  
Assistant Attorney General  
Office of the Attorney General  
Maryland Department of the Environment  
1800 Washington Boulevard, Suite 6048  
Baltimore, MD 21230  
410-537-3058  
410-537-3943 (fax)  
jwazenski@mde.state.md.us

WE HEREBY CONSENT to the entry of the Consent Decree in United States et al. v. M.D.C. Holdings, Inc. et al., subject to the public notice requirements of 28 C.F.R. § 50.7.

FOR THE STATE OF NEVADA:

CATHERINE CORTEZ MASTO  
Attorney General of Nevada

---

JANET HESS  
Deputy Attorney General  
State of Nevada  
100 N. Carson St.  
Carson City, NV 89701  
775-684-1270  
775-684-1108 (fax)  
jhess@ag.nv.gov

WE HEREBY CONSENT to the entry of the Consent Decree in United States et al. v. M.D.C. Holdings, Inc. et al., subject to the public notice requirements of 28 C.F.R. § 50.7.

FOR THE STATE OF UTAH:

MARK SHURTLEFF  
Utah Attorney General

---

LAURA LOCKHART  
Assistant Attorney General  
Utah Attorney General's Office  
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5th Floor  
P.O. Box 140873  
Salt Lake City, UT 84114-0873  
801-366-0283  
801-366-0292 (fax)  
llockhart@utah.gov



WE HEREBY CONSENT to the entry of the Consent Decree in United States et al. v. M.D.C. Holdings, Inc. et al., subject to the public notice requirements of 28 C.F.R. § 50.7.

FOR THE COMMONWEALTH OF VIRGINIA:

ROBERT F. McDONNELL  
Attorney General  
Commonwealth of Virginia

---

ELIZABETH A. ANDREWS  
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804-786-0034 (fax)  
eandrews@oag.state.va.us

WE HEREBY CONSENT to the entry of the Consent Decree in United States et al. v. M.D.C. Holdings, Inc. et al.

FOR M.D.C. HOLDINGS, INC.:

---

MICHAEL TOUFF  
Senior Vice President  
M.D.C. Holdings, Inc.  
4350 S. Monaco Street, 5th Floor  
Denver, CO 80234  
303-804-7716  
303-804-7980 (fax)  
mtouff@mdch.com

WE HEREBY CONSENT to the entry of the Consent Decree in United States et al. v. M.D.C. Holdings, Inc. et al.

FOR:

ENERWEST, INC.,  
M.D.C. LAND CORPORATION,  
MDC/WOOD, INC.,  
RAH OF FLORIDA, INC.,  
RICHMOND AMERICAN CONSTRUCTION, INC.,  
RICHMOND AMERICAN HOMES OF ARIZONA, INC.,  
RICHMOND AMERICAN HOMES OF CALIFORNIA,  
INC.,  
RICHMOND AMERICAN HOMES OF COLORADO,  
INC.,  
RICHMOND AMERICAN HOMES OF DELAWARE,  
INC.,  
RICHMOND AMERICAN HOMES OF FLORIDA, LP,  
RICHMOND AMERICAN HOMES OF ILLINOIS, INC.,  
RICHMOND AMERICAN HOMES OF MARYLAND,  
INC.,  
RICHMOND AMERICAN HOMES OF NEVADA, INC.,  
RICHMOND AMERICAN HOMES OF NEW JERSEY,  
INC.,  
RICHMOND AMERICAN HOMES OF NORTHERN  
CALIFORNIA, INC., now known as RAH  
CALIFORNIA CONTRACTING, INC.,  
RICHMOND AMERICAN HOMES OF  
PENNSYLVANIA, INC.,  
RICHMOND AMERICAN HOMES OF UTAH, INC.,  
RICHMOND AMERICAN HOMES OF VIRGINIA, INC.,  
RICHMOND AMERICAN HOMES OF WEST  
VIRGINIA, INC., AND  
YOSEMITE FINANCIAL, INC.

---

PARIS G. REECE, III  
Officer and/or Authorized Signatory  
M.D.C. Holdings, Inc.  
4350 S. Monaco Street, 5th Floor  
Denver, CO 80234  
303-804-7706  
720-977-4326 (fax)  
greece@mdch.com

## **Appendix A**

### **Form for Site and Project List**

### **Site List**

<b>Site Name</b>	<b>Name of Permit Holder</b>	<b>Site Address (including State/County)</b>	<b>Latitude/ Longitude</b>	<b>Date PCIR Form Signed</b>	<b>Estimated Number of Acres to be Disturbed</b>	<b>Date NOT Signed (if applicable)</b>

**Number of Sites owned or operated by an entity in which Builder has an interest other than a wholly-owned interest: \_\_\_\_\_**

**Project List**

<b>Project Name</b>	<b>Project Address (including State/County)</b>

## **Appendix A**

### **Form for Site and Project List**

### **Site List**

<b>Site Name</b>	<b>Name of Permit Holder</b>	<b>Site Address (including State/County)</b>	<b>Latitude/ Longitude</b>	<b>Date PCIR Form Signed</b>	<b>Estimated Number of Acres to be Disturbed</b>	<b>Date NOT Signed (if applicable)</b>

**Number of Sites owned or operated by an entity in which Builder has an interest other than a wholly-owned interest: \_\_\_\_\_**



**Project List**

Project Name	Project Address (including State/County)

## **Appendix B**

### **SWP Criteria**

## INSTRUCTIONS FOR STORM WATER PLAN PREPARATION

These guidelines are intended to aid division personnel in contracting for consulting services for the preparation of Storm Water Plans (SWP). They are also intended to act as a checklist by which consultants and Builder personnel can define the scope of work expected. These instructions shall be provided to the SWP preparer.

### Abbreviations

EPA	U.S. Environmental Protection Agency
NPDES	National Pollutant Discharge Elimination System
SWP	Storm Water Plan
NOI	Notice of Intent
NOT	Notice of Termination
MS4	A municipal separate storm water collection system
BMP	Best Management Practice

### Performance Guidelines

There are three performance guidelines to which SWPs should conform. They should:

- 1. Meet regulatory requirements.** In states where the Federal EPA has delegated to the state the responsibility to enforce the requirements of the federal Clean Water Act NPDES permitting program, the relevant “regulatory requirements” are set forth in the state’s NPDES permit (general or individual) that applies to the particular site. In states where EPA has retained administrative control over the Clean Water Act NPDES permitting program, the relevant “regulatory requirements” are set forth in the “National Pollution Discharge Elimination System (NPDES) General Permit for Discharge from Large and Small Construction Activities” or individual NPDES permit that applies to the particular site. The preparation of the SWP should also be guided by the requirements of Paragraph 11(c) of the Consent Decree entered in United States of America, et al. v. M.D.C. Holdings, Inc., et al. The SWP should include a statement by the SWP preparer that the development of the SWP was guided by the following requirements of Paragraph 11(c) of the Consent Decree:
  - (i) be site specific;
  - (ii) identify the BMPs that will be used for each anticipated major phase of construction;
  - (iii) incorporate the inspection frequency and routine maintenance deadlines under the Applicable Permit; and
  - (iv) include clear, concise descriptions of site-specific BMPs to implement the requirements of the Applicable Permit and to guide those responsible for overseeing implementation of the SWP at each stage of construction.
- 2. Be easy to follow and implement.** Although it is important that the SWP be easy for state or federal inspectors to follow and understand, it is equally or more important that the SWP be written in such a manner that it is easy for Builder operational personnel to understand and implement. The SWP should not be prepared in a vacuum by the drafter, but should reflect discussions and agreements that have been made between the preparer and Builder operational personnel. These discussions and agreements should include such things as construction sequencing and types of Best Management Practices (BMPs) that each individual Builder division feels are the most cost effective and easiest to maintain.
- 3. Be efficient.** There are many ways in which the reduction of pollutants from storm water discharges can be achieved. It is the goal of Builder to do so in the most efficient and affordable manner. When analyzing affordability, maintenance costs must be considered with installation and material costs to determine the proper solution for each situation.

## **Contents of the SWP (Checklist)**

Check your General Permit to see which of the following are required. If they are, they should be included in the SWP :

### **I. A Copy of the NOI and Other Storm Water Related Permits That Are Required for the Site**

Copies of any federal, state or local storm water related permits should also be included. Careful consideration should be given to ensuring that all relevant permits have been or will be obtained, including whether there are any contractors or subcontractors that need separate storm water permits.

### **II. Storm Water Pollution Prevention Plan (SWP) Certification**

- a) Signed by the owner of the site.
- b) Signed by the operator of the site.
- c) Signed by the person who is responsible for the preparation of the SWP.
- d) A log to record amendments to the SWP and corresponding certifications.

An example of a Title Block for the certification is as shown below:

**ABC XYZ 123 HOMES,**  
A Delaware corporation,

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

### **III. Contact Information**

The SWP should include the names, phone numbers and a description of the duties for each person who is responsible for ensuring compliance with storm water requirements at a particular site.

In addition, the Consent Decree requires each SWP to include the name of the Site Storm Water Compliance Representative and Division Storm Water Compliance Representative.

### **IV. Notice and Recordkeeping**

- a) Posting NOI.
- b) Location of SWP and Inspection Reports.
- c) Retention of Records.

### **V. Responsibilities of Owners and Operators**

A list of activities that must be completed by the owner(s) or operator(s) and who is responsible for each activity.

### **VI. Definition of Area**

- a) Site name, address, county or governmental subdivision and latitude and longitude of the site.
- b) Name of the water of the United States or MS4 into which the site discharges.
- c) Name of the agency or agencies who have jurisdictional authority for storm water pollution prevention.
- d) The function of the site (i.e., single family detached residential, townhouse, condo development).
- e) A description of any other activities such as dedicated crusher plants, asphalt plants, equipment staging areas, or material storage areas that may operate on the site.

- f) Estimates of the total area expected to be disturbed by excavation, grading, or other construction activities, including off-site borrow pits and fill areas.
- g) A general location map (e.g., USGS quadrangle map, a portion of a city or county map or other map with enough detail to show the location of the construction site and waters of the United States within one mile of the site).

**VII. Site Plan and BMP Map**

- a) Direction of storm water flow and approximate slopes anticipated after major grading activities.
- b) Areas of soil disturbance and areas that will not be disturbed.
- c) Locations of major structural and non-structural BMPs.
- d) Locations where stabilization practices are expected to occur.
- e) Locations of off-site material, waste, borrow or equipment storage areas.
- f) Locations of all waters of the United States.
- g) Locations on the site, if applicable, where storm water discharges to waters of the United States.
- h) Areas where final stabilization has been accomplished and no further construction-phase permit requirements apply.

**VIII. Endangered and Threatened Species and Critical Habitat Protection**

**IX. Historic Properties Protection**

**X. Statement and Description of Storm Water Discharge Management Controls to Reduce Pollutants**

- a) A description of all pollutant control measures (i.e. BMP's) that will be implemented as part of the construction activity to control pollutants in storm water discharges. Each major activity in the site construction process should be clearly defined and the BMPs related to that activity should be listed.
- b) A description of interim and permanent stabilization practices for the site, including a schedule of when the practices will be implemented.
- c) Dates when major grading activities occur.
- d) Dates when construction activities temporarily or permanently cease on a portion of the site.
- e) Dates when stabilization measures are initiated.
- f) A description of structural practices to divert flows from exposed soils, retain/detain flows or otherwise limit runoff and/or the discharge of pollutants from exposed areas of the site.
- g) A description of all post-construction storm water management measures that will be installed during the construction process to control pollutants in storm water discharges after construction operations have been completed.
- h) A description of the measures to prevent the discharge of solid materials, including building materials, to the waters of the United States.
- i) A description of the measures to minimize, to the extent practicable, off-site vehicle tracking of sediments onto paved surfaces and the generation of dust.
- j) A description of controls and measures that will be implemented to control the storm water discharges from on-site crusher and asphalt plants.

**XI. Description of Non-Storm Water Discharge Management Controls to Reduce Pollutants**

- a) Discharges from fire fighting activities.
- b) Fire hydrant flushing.
- c) Waters used to wash vehicles where detergents are not used.
- d) Water used to control dust.
- e) Water used to flush waterlines and wash down buildings.
- f) Air conditioning condensate.
- g) Uncontaminated spring water, groundwater and discharges from foundation drains.
- h) Uncontaminated excavation dewatering.
- i) Landscape irrigation.

**XII. Procedures for Dealing with Spills, and Releases in Excess of Mandated Reportable Quantities**

- a) A list of emergency contact numbers.
- b) A table listing types of materials and the reportable quantity of each.
- c) Procedures for dealing with and reporting spills and releases.

**XIII. Maintenance of Storm Water Discharge Management Controls**

A description of the maintenance requirements for the BMP's that are installed.

**XIV. Inspections**

- a) Frequency of inspection.
- b) Standardized forms for inspection reports.

**XV. Procedures for Updating and Modifying the SWP**

- a) A statement explaining when the SWP must be amended.
- b) A statement of the procedure that should be followed to update and modify the SWP.

**XVI. Notice of Termination**

- a) When a NOT is filed.
- b) Procedure for filing a NOT.

## **Appendix C**

### **Pre-Construction Inspection and Review**

# Pre-Construction Inspection and Review Form

Name of Permittee: \_\_\_\_\_ City: \_\_\_\_\_

Division: \_\_\_\_\_ County: \_\_\_\_\_

Division Storm Water Representative: \_\_\_\_\_

Site name: \_\_\_\_\_ State: \_\_\_\_\_

Site Storm Water Compliance Representative: \_\_\_\_\_

Permit Coverage	Yes	No	N/A	Permit No./Identifier	Date of Coverage
1. Federal / State (circle one) permit application filed and accurate?					
2. County					
3. City					
4. Special District (Other)					
5. If there are multiple storm water plans, including erosion and sediment control plans, for this Site, check the plans for consistency.					
Storm Water Plan Information	Yes	No	N/A	Deficiency Identified	Date Fixed
6. If required, is the SWP properly certified?					
7. Has the Site Storm Water Compliance Representative reviewed the SWP?					
8. Does the SWP identify the stages of construction and the storm water controls called for at each stage?					
9. Does the SWP identify the site inspection frequency and routine maintenance deadlines required by the Applicable Permit?					
10. Does the SWP contain a statement by the preparer that its development was guided by the requirements of Paragraph 11(c) of the Consent Decree and the National SWP Criteria attached as Appendix I to the Decree?					
Site Status	Yes	No	N/A	Deficiency Identified	Date Fixed
11. Has the Site Storm Water Compliance Representative(s) received training?					
12. Are storm water controls called for in the current phase of construction properly located and installed?					
13. As applicable, do the installed storm water controls appear to be working properly and are they appropriate for existing conditions at the Site?					

**A Storm Water Compliance Representative must review and sign this Pre-Construction Inspection and Review Form. Do not sign this form until a responsive action has been completed for each deficiency identified on this form and the completion date of the responsive action noted. Do not commence construction activity until this form has been signed. For purposes of this form, construction activity does not include geotechnical investigations, surveying, environmental testing, plant (vegetation) salvage, or the initial installation of BMPs that**



*are not sediment basins, provided that none of these activities involve significant soil disturbance. This form must be kept on-Site but need not be placed in the SWP. If the Site does not have a construction office, the location of this form and other records must be posted on-Site.*

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## **Appendix D**

### **Site Inspection Report**

# Site Inspection Report

Site name: \_\_\_\_\_ Permittee: \_\_\_\_\_

Division: \_\_\_\_\_ Inspection date: \_\_\_\_\_ Inspector: \_\_\_\_\_

Weather conditions (circle one):      Dry                      Rain                      Snow                      Icy  
 Inspection type (circle one):              Regular                      Precipitation              Quarterly                      Final

***Please note that this form must be kept on-site in the SWP.***

General	Yes	No	N/A	Responsive Action Log Reference #
<b>A.</b> Is the SWP on Site or its location posted?				
<b>B.</b> If required, is the Applicable Permit and/or NOI on Site?				
<b>C.</b> Is contact information provided on Site and is it correct?				
<b>D.</b> Since the last site inspection, has [Builder] received notice of a federal, state, or local inspection evaluating compliance with Applicable Permit? ( <u>See</u> instruction sheet – This question relates only to government inspections for compliance with NPDES or state equivalent permit)				
<b>E.</b> Was the Site Inspection Report for the last inspection signed by the SSWCR and certified if and as required by the Applicable Permit?				
<b>F.</b> Have Action Items from last Site Inspection been timely addressed?				
Maintenance	Yes	No	N/A	Responsive Action Log Reference #
<b>G.</b> Are there excess sediment or other pollutants exiting the Site?				
<b>H.</b> Are roads/gutters free of excessive sediment from the Site?				
<b>I.</b> Are exit/entrance controls properly located, in working condition, and no repairs necessary?				
<b>J.</b> Are exposed areas stabilized as required?				
<b>K.</b> Are stockpiles located and stabilized as required?				
<b>L.</b> Are washouts properly located, in working condition, and no repairs necessary?				
<b>M.</b> Are non-storm water and hazardous materials managed as required?				
<b>N.</b> Are trash, construction debris, and other solid wastes managed as required?				
<b>O.</b> Are portable toilets provided and properly located?				
<b>P.</b> Are any other BMPs, not already specifically addressed by another question on this form, properly located, in working condition, and no repairs necessary?				

Q. Are the Site Storm Water BMPs and the SWP consistent with each other?				
--	--	--	--	--

\_\_\_\_\_  
Name and Title of Inspector

\_\_\_\_\_  
Signature of Inspector

\_\_\_\_\_  
Date

[INSERT CERTIFICATION REQUIRED BY THE APPLICABLE PERMIT]

\_\_\_\_\_  
Name and Title of Certifying Party

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

*If a Designee conducts an inspection, the Site Storm Water Compliance Representative shall review and sign the completed Site Inspection Report.*

\_\_\_\_\_  
Name:  
Site Storm Water  
Compliance Representative

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## Responsive Action Log

**Site name:** \_\_\_\_\_ **Inspection date:** \_\_\_\_\_

Permittee: \_\_\_\_\_ Division: \_\_\_\_\_

[illegible]

# User Instructions for Appendix D - Site Inspection Report

## **IMPORTANT**

- This form consists of the Site Inspection Report and Responsive Action Log. These are legal documents.
- Only the Site Storm Water Compliance Representative or his/her Designee, including a Storm Water Consultant, is permitted to undertake the inspection required by this form. If you are not this person, you must contact the Division Storm Water Compliance Representative immediately.
- Each Action Item must have a corresponding Responsive Action. An Action Item is a condition that requires action to be taken to achieve or maintain compliance with the Storm Water Requirements. A Responsive Action is an action taken or that is necessary to be taken to achieve or maintain compliance with Storm Water Requirements.
- Before proceeding with any inspection, you must first verify whether all Responsive Actions identified from the prior inspection, if any, were undertaken within the time period allowed by the Applicable Permit and whether the applicable and relevant information is recorded for the prior inspection.
- You must answer every question. Check “Yes,” “No” or “N/A” for each question as appropriate. A response of “N/A” is permitted only where the designated area is not shaded. Also, please review each question carefully – responding “Yes” or “No” to one question does not mean similar questions must be answered similarly.
- You must restate or carry over to the current Responsive Action Log any Responsive Action not completed since the last inspection regardless of the time period allowed by the Applicable Permit.
- You must sign and date the completed Site Inspection Form. If you are a Storm Water Consultant or a Designee for the Site Storm Water Compliance Representative and you complete this form, the Site Storm Water Compliance Representative must review and sign the completed form as well.
- A copy of each completed Site Inspection Report and Responsive Action Log must be kept with the SWP.

## **PROCEDURES**

- You must record the following information on each and every Site Inspection Report:
  - ✓ Site Name. Insert the name that is recorded on the Notice of Intent.
  - ✓ Permittee. Enter the name that appears on the Applicable Permit or the Notice of Intent.
  - ✓ Division. Insert the name of the Builder's operating division responsible for the Site identified on the form.
  - ✓ Inspection Date. Insert the date on which the inspection is being performed.
  - ✓ Inspector. Enter the name of the person performing the inspection.
  - ✓ Weather conditions. Circle the appropriate description that best describes current weather conditions.
  - ✓ Type of Inspection. Circle the inspection type that represents the purpose of the inspection. Only one inspection type may be circled. A Regular inspection is one conducted according to the regular schedule of inspections for a Site. A Precipitation inspection is one conducted, when required by the Applicable Permit, after a rainfall event specified in the Applicable Permit. A Quarterly inspection is one conducted in conjunction with the quarterly oversight for the Site. A Final inspection is the last inspection planned prior to filing a Notice of Termination.
- You must determine whether a Responsive Action is necessary based on your response for each question. A Responsive Action is an action taken or that is necessary to be taken to achieve or maintain compliance with Storm Water Requirements.
- Where Responsive Action is necessary, provide a reference number under the "Responsive Action Log Reference #" column for each Action Item identified. Reference numbers are to be alphanumeric, having both a letter and a number. The first character matches the letter designation of the applicable question. The second character is numerical starting with number 1. Responsive Action reference numbers shall be successive thereafter as to the numerical portion, for example, A-1, A-2, . . . , etc.
- Do not provide a separate Responsive Action Log Reference # under Question F for any restated or carried over Responsive Action not completed since the last inspection. Restate or carry over the Responsive Action Log Reference # in the same question under which it arose.

## **QUESTIONS**

### **General**

- A. Is the SWP on Site? - You must verify that the SWP is either at the construction office if the Site has one, or that the location of the SWP is posted along with, or adjacent to, the contact information of the Site Storm Water Compliance Representative.
- B. Is the Applicable Permit on Site? - You must verify that the Applicable Permit and notification letter (if applicable) are on Site.
- C. Is the correct contact information provided on Site? - You must verify that the name and phone number of the Site Storm Water Compliance Representative are located in a conspicuous place on Site and are legible.
- D. Since the last site inspection, has [Builder] received any notice of a federal, state, or local inspection evaluating compliance with the Applicable Permit (i.e., the NPDES or State equivalent storm water permit)? The notice contemplated by this question is written notice from a federal, state, or local entity regarding a storm water inspection evaluating compliance with the Applicable Permit (i.e., the NPDES or State equivalent storm water permit). Local inspections related to post-construction stormwater management or locally approved erosion and sediment control plans do not require an affirmative response to this question.

If, however, Builder has received written notice of a federal, state, or local inspection evaluating compliance with the Applicable Permit, you must record the name of the agency that performed the inspection, the name and position of the person that performed the inspection for the agency, and the date of the inspection. Further, you must include on the Responsive Action Log a description of alleged violations based on the federal, state, or local inspection, and whether or not Builder intends to challenge the alleged violations.

You do not need to record a Responsive Action for any government inspection unless and until the government provides the Builder with notice that an alleged deficiency has occurred. In some instances, the delivery of information regarding alleged violations will not be contemporaneous with the inspection.

If a Responsive Action is already noted to address an issue raised in a government inspection before receipt of notice of an alleged violation, do not create a new or duplicate Responsive Action.

- E. Was the Site Inspection Report for the last inspection signed by the SSWCR and certified if and as required by the Applicable Permit? - You must verify that the Site Inspection Report for the prior inspection was signed and certified, if required under the Applicable Permit, by the person undertaking that inspection, whether the Storm Water Consultant Designee or the Site Storm Water Compliance Representative. You must also verify the Site Storm Water Compliance Representative reviewed and signed the form in cases in which the Storm Water Consultant Designee conducted the Site Inspection.



- F. Have Action Items from the last Site Inspection been timely addressed? - You must verify whether or not all Responsive Actions recorded on the prior Responsive Action Log have been completed. If not, explain the reasons why these actions have not been accomplished, what actions remain to be taken and whether our response to date satisfies applicable permit requirements.

## **Maintenance**

- G. Are there excess sediment or other pollutants exiting the Site? - You must verify that neither excess sediment nor pollutants are exiting the Site. You should check applicable BMPs such as outfalls, exit/entrance controls, site perimeter controls, receiving water courses and adjacent offsite areas for excessive sediment or other pollutant discharges. You should also verify and record whether excessive sediment or other pollutants are being discharged onto the Site from adjacent properties.
- H. Are roads/gutters free of excessive sediment from the Site? - You must verify that the roads adjacent to the Site are free of excessive sediment. You should verify and record whether the source of sediment is from adjacent properties.
- I. Are exit/entrance controls properly located, in working condition, and no repairs necessary? - You must verify that exit/entrance controls properly located, in working condition, and no repairs necessary. You should check that exit/entrance controls such as stone pads, rumble grates, and the like for the construction entrances and other access points are in place and are maintained pursuant to the SWP.
- J. Are exposed areas stabilized as required? - You must verify that exposed areas are stabilized as required. You should check that areas where construction activity has ceased or has been temporarily suspended are stabilized in accordance with the SWP.
- K. Are stockpiles located and stabilized as required? - You must verify that stockpiles located and stabilized as required. You should check that stockpiles are located in areas where they may minimize the potential for discharging excessive sediment from the Site or onto any road or gutter and that they have been stabilized in accordance with the SWP.
- L. Are washouts properly located, in working condition, and no repairs necessary? - You must verify that concrete, paint, and other washouts are properly placed, appear to be working, and are maintained in accordance with the SWP.
- M. Are non-storm water and hazardous materials managed as required? - You must verify that non-storm water and hazardous materials are managed as required. You should check that storage and containment areas and controls and that management of non-storm water and hazardous materials (including leaks and spills) are implemented in accordance with the SWP.
- N. Are trash, construction debris, and other solid wastes managed as required? - You must verify that trash, construction debris, and other solid wastes managed as required. You should check that controls for the collection and storage of

trash, construction debris and other solid wastes are properly placed, appear to be effective, and are maintained in accordance with the SWP.

- O. Are portable toilets provided and properly located? - You must verify that portable toilets are provided and properly located. You should check that portable toilets are located off roads and away from gutters and inlets and are properly anchored and maintained.
- P. Are any other BMPs, not already specifically addressed by another question on this form, properly located, in working condition, and no repairs necessary? - You must verify that all BMPs are properly located and in working condition and that no repairs are necessary. You should check that BMPs (including by way of illustration, linear barriers, soil stabilization techniques, sediment ponds/traps and inlet protection) are properly placed, appear to be working, and are maintained in accordance with the SWP.
- Q. Are the Site Storm Water BMPs and the SWP consistent with each other? - You must verify that Site BMPs and the SWP are consistent with each other. You should check that the BMPs shown on the SWP for the current stage of construction exist on Site and that the BMPs that exist on Site are shown on the SWP.

### *Responsive Action Log*

- You must record each reference number from the first page under “Responsive Action Log Reference #” on the second page in the first column under “Responsive Action Log Reference #.” Each reference number must be listed on a separate line.
- For each recorded reference number, you must identify in the “Responsive Action” column the Responsive Action taken or to be taken.
- If a condition relates to a storm water control, you must identify the applicable storm water control by type and location and state the action necessary to achieve or maintain compliance with the SWP. If a condition relates to anything other than a storm water control, you must briefly describe the condition that requires action and the action necessary to achieve or maintain compliance with the SWP.
- You must record the date the Action Item was first identified in the “Date Noted” column. For federal, state, or local inspection evaluating compliance with the Applicable Permit, the date noted for each alleged violation will be the date of written notice of an inspection actually containing a description of alleged violations. In some instances, the date of the inspection will not be contemporaneous with delivery of a notice of inspection.
- The date recorded for a Responsive Action under the “Date Noted” column will not change, even if the Responsive Action is carried over to subsequent Responsive Action Logs. When a Responsive Action is restated or carried over to a new Responsive Action Log, you must restate or carry over the date for the Responsive Action as identified on the first Responsive Action Log on which the Responsive Action appeared.

- Upon completing each Responsive Action, the date on which action was taken to address the Action Item must be recorded under the “Date Responsive Action Completed” column. If an Action Item relates to a storm water control, the storm water control Contractor who performed the Responsive Action should be the person recording and initialing the date complete. If an Action Item relates to anything other than a storm water control, the Site Storm Water Compliance Representative or Storm Water Consultant Designee should be the person recording and initialing the date completed. In any case, the Site Storm Water Compliance Representative or his/her Designee may initial the date on which the Responsive Action was completed, either having performed the Responsive Action or having investigated and confirmed when it was completed.

## **Appendix E-1**

### **Quarterly Compliance Inspection**

# Quarterly Compliance Inspection

Site name: \_\_\_\_\_ Permittee: \_\_\_\_\_

Division: \_\_\_\_\_ Inspection date: \_\_\_\_\_ Inspector: \_\_\_\_\_

Weather conditions (circle one):      Dry                      Rain                      Snow                      Icy  
 Inspection type (circle one):      Regular                      Precipitation      Quarterly                      Final

General	Yes	No	N/A	Responsive Action Log Reference #
A. Is the SWP on Site or its location posted?				
B. If required, is the Applicable Permit and/or NOI on Site?				
C. Is contact information provided on Site and is it correct?				
D. Since the last site inspection, has [Builder] received notice of a federal, state, or local inspection evaluating compliance with Applicable Permit? (This question relates only to government inspections for compliance with NPDES or state equivalent permit).				
E. Was the Site Inspection Report for the last inspection signed by the SSWCR and certified if and as required by the Applicable Permit?				
F. Have Action Items from last Site Inspection been timely addressed?				
Maintenance	Yes	No	N/A	Responsive Action Log Reference #
G. Are there excess sediment or other pollutants exiting the Site?				
H. Are roads/gutters free of excessive sediment from the Site?				
I. Are exit/entrance controls properly located, in working condition, and no repairs necessary?				
J. Are exposed areas stabilized as required?				
K. Are stockpiles located and stabilized as required?				
L. Are washouts properly located, in working condition, and no repairs necessary?				
M. Are non-storm water and hazardous materials managed as required?				
N. Are trash, construction debris, and other solid wastes managed as required?				
O. Are portable toilets provided and properly located?				
P. Are any other BMPs, not already specifically addressed by another question on this form, properly located, in working condition, and no repairs necessary?				
Q. Are the Site Storm Water BMPs and the SWP consistent with each other?				

\_\_\_\_\_  
 Name and Title

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 DATE

## Responsive Action Log

**Site name:** \_\_\_\_\_ **Inspection date:** \_\_\_\_\_

**Permittee:** \_\_\_\_\_ **Division:** \_\_\_\_\_

[illegible]

## **Appendix E-2**

### **Quarterly Compliance Review Form**

# Quarterly Compliance Review for (Month/Year to Month/Year)

Site Name: \_\_\_\_\_

Division Name: \_\_\_\_\_

Date of Review: \_\_\_\_\_

Site Inspected By: \_\_\_\_\_

Division Storm Water  
Compliance Representative: \_\_\_\_\_

Site Storm Water  
Compliance Representative(s): \_\_\_\_\_

If the Division Storm Water Compliance Representative conducts the Quarterly Compliance Inspection, complete only boxes 1 and 2 for each of the following topics listed below. If a Designee (e.g., storm water consultant) of the Division Storm Water Compliance Representative conducts the Quarterly Compliance Inspection, Designee must complete boxes 1 and 2, and the Division Storm Water Compliance Representative must complete box 3 for each of the following topics listed below. Upon completion of the Quarterly Compliance Inspection, each of the following topics should be reviewed with all of the Site Storm Water Compliance Representatives. When the review is completed, the Division and all of the Site Storm Water Compliance Representatives shall sign the form in the space provided below.

Physical Condition of the Site and BMPs	
1.	Are there compliance issues related to the physical condition of the Site or BMPs? (circle one) <b>Y</b> or <b>N</b> If yes, what are the causes?
2.	If yes circled in question 1, recommended actions to address these issues include:
3.	If yes circled in question 1 and Quarterly Compliance Inspection was conducted by a Designee, does the Division Storm Water Compliance Representative have additional recommendations? <b>Y</b> or <b>N</b> If yes, list recommendations:



Adequacy of the Site Storm Water Plan and Recordkeeping Procedures
1. Are there inadequacies in the Storm Water Plan or the recordkeeping procedures? (circle one) <b>Y</b> or <b>N</b> If yes, describe any inadequacies.
2. If yes circled in question 1, recommended actions to address these issues include:
3. If yes circled in question 1 and Quarterly Compliance Inspection was conducted by a Designee, does the Division Storm Water Compliance Representative have additional recommendations? <b>Y</b> or <b>N</b> If yes, list recommendations:

Contractor Compliance with Storm Water Requirements
1. Are there any storm water compliance issues being caused by contractors or subcontractors? (circle one) <b>Y</b> or <b>N</b> If yes, what are the causes?
2. If yes circled in question 1, recommended actions to address these issues include:
3. If yes circled in question 1 and Quarterly Compliance Inspection was conducted by a Designee, does the Division Storm Water Compliance Representative have additional recommendations? <b>Y</b> or <b>N</b> If yes, list recommendations:

**Number of Responsive Actions not Performed in the Time and Manner Required by the Applicable Permit**

1. Are there compliance issues with the number of Responsive Actions not performed in the time and manner required by the Applicable Permit? (circle one) **Y** or **N** If yes, what are the causes?

2. If yes circled in question 1, recommended actions to address these issues include:

3. If yes circled in question 1 and Quarterly Compliance Inspection was conducted by a Designee, does the Division Storm Water Compliance Representative have additional recommendations? **Y** or **N** If yes, list recommendations:

**Recurring Compliance Issues at the Site**

1. Are there recurring compliance issues at the Site? (circle one) **Y** or **N** If yes, what are the causes?

2. If yes circled in question 1, recommended actions to address these issues include:

3. If yes circled in question 1 and Quarterly Compliance Inspection was conducted by a Designee, does the Division Storm Water Compliance Representative have additional recommendations? **Y** or **N** If yes, list recommendations:

## Quarterly Compliance Review Summary for (Month/Year to Month/Year)

**1. Discharges of pollutants prior to obtaining coverage under an Applicable Permit:**

If yes, total number of days: \_\_\_\_\_

Yes	No	N/A
-----	----	-----

**2. Failure to perform or material failure to document the Pre-Construction Inspection and Review during this quarterly review period:**

Yes	No	N/A
-----	----	-----

**3. Was the Site Storm Water Compliance Representative trained in accordance with Builder's storm water training program at the time of this Quarterly Compliance Inspection and Review?**

Yes	No
-----	----

**4. Site Inspections:**

Total number of all Site Inspections required during the quarter: \_\_\_\_\_

Total number of missed or undocumented Site Inspections: \_\_\_\_\_

Percentage Compliance: \_\_\_\_\_

Total number of times a SWP was not available (or its location posted) during a Site Inspection: \_\_\_\_\_

Percentage Compliance: \_\_\_\_\_

**5. Responsive Actions:**

Total number of Responsive Actions identified during quarter: \_\_\_\_\_

Total number of Responsive Actions not addressed within the time allowed by the Applicable Permit: \_\_\_\_\_

Percentage Compliance: \_\_\_\_\_

***The Division Storm Water Compliance Representative shall review the Quarterly Compliance Review Form with the Site Storm Water Compliance Representative(s), all of whom shall sign the Quarterly Compliance Review Form.***

\_\_\_\_\_  
Name  
Division Storm Water Compliance Representative

\_\_\_\_\_  
Signature

\_\_\_\_\_  
DATE

\_\_\_\_\_  
Name  
Site Storm Water Compliance Representative

\_\_\_\_\_  
Signature

\_\_\_\_\_  
DATE

## **Appendix F**

### **Division-Wide Compliance Summary Report**

Division Wide Compliance Summary Report

Division Name: Division Storm Water Compliance Representative:

Site Name	Discharge of pollutants from a Site to a water of the US prior to obtaining coverage under an Applicable Permit (# of days of discharge)	Failure to perform or, if performed, a material failure to document a Pre-Construction Inspection and Review	Failure to perform or, if performed, a material failure to document a Site Inspection; and percent non-compliance.			Failure to perform, or if performed, a material failure to document a Quarterly Compliance Inspection or Review; and percent non-compliance.			Failure to have a trained and certified Site Storm Water Compliance Representative at the time of the Quarterly Inspection	Total number of Site Inspections; total number of times the SWP unavailable at the time of the Site Inspection; and percent non-compliance.			Failure to complete a Response Action within timeframe required by the Applicable Permit or, if completed, a material failure to record the information; and percent non-compliance.		
Total per category			# missed inspections	# required inspections	% missed inspections	# missed inspections	# required inspections	% missed inspections		# of failures to have SWP on Site	# of Site Inspections	% non-compliance	# response actions not completed/recorded	# response actions noted	% non-compliance

Name and Title Signature DATE

ONCE COMPLETED, THIS FORM IS TO BE SENT TO THE FOLLOWING: (1) ALL SITE AND DIVISION STORM WATER COMPLIANCE REPRESENTATIVES WITHIN THE DIVISION THAT IS THE SUBJECT OF THIS FORM; (2) THE DIVISION PRESIDENT; AND (3) THE NATIONAL STORM WATER COMPLIANCE REPRESENTATIVE.

## **Appendix G**

### **National Compliance Summary Report**

# National Compliance Summary Report

## I. Overview

[PROVIDE A BRIEF AND GENERAL DISCUSSION OF THE DATA PRESENTED IN THIS REPORT.]

## II. Information for Categories of Self-Reported Stipulated Penalties

\_\_\_\_\_ Number of days of discharge of pollutants from a Site to a water of the United States prior to obtaining coverage under an Applicable Permit

\_\_\_\_\_ Number of failures to perform or, if performed, a material failure to document a required Pre-Construction Inspection and Review

\_\_\_\_\_ Percentage failure to perform or, if performed, a material failure to document a required Site Inspection

\_\_\_\_\_ Total number of required Site Inspections

\_\_\_\_\_ Percentage failure to perform or, if performed, a material failure to document a required Quarterly Compliance Inspection and Review

\_\_\_\_\_ Total number of required Quarterly Compliance Inspection and Reviews

\_\_\_\_\_ Number of Division Wide Compliance Summary Report prepared 1-7 days after deadline

\_\_\_\_\_ Number of Division Wide Compliance Summary Report prepared 8-30 days after deadline

\_\_\_\_\_ Number of Division Wide Compliance Summary Report prepared 31-90 days after deadline

\_\_\_\_\_ Number of failures to have a Storm Water Trained Site Storm Water Compliance Representative at the time of a Quarterly Compliance Inspection and Review

If applicable, identify in the space below the name, location and number of days of violation of each Site where a discharge of pollutants to a water of the United States occurred prior to obtaining coverage under an Applicable Permit:

Site Name	State	Days of Violation
_____	_____	_____
_____	_____	_____

### III. Responsive Actions/SWP on Site

#### A. Responsive Actions

\_\_\_\_\_ Total number of required Responsive Actions

\_\_\_\_\_ Number of failures to complete Responsive Action within the time period required by the Applicable Permit or, if completed , a material failure to record the information.

\_\_\_\_\_ Percentage failure to complete Responsive Action within the time period required by the Applicable Permit or, if completed, a material failure to record the information.

#### B. SWP on Site

\_\_\_\_\_ Percentage failure to have, at the time of a Site Inspection, the SWP on site or its location posted

### IV. Training Program

[WRITTEN EVALUATION OF BUILDER STORM WATER TRAINING PROGRAM AND A DESCRIPTION OF ANY SIGNIFICANT PROPOSED CHANGES FOR EPA APPROVAL.]

### V. Signature and Certification

I certify under penalty of law, that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

\_\_\_\_\_  
By: [Name]  
National Storm Water  
Compliance Representative

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



## **VI. Distribution**

Once completed, this form must be sent to the following:

- (1) M.D.C. Holdings, Inc.'s President, CEO or COO, as applicable;
- (2) All Division Presidents;
- (3) All Division Storm Water Compliance Representatives;
- (4) The Federal Plaintiff, as provided in Paragraphs 17, 27, and 63 of the Consent Decree; and
- (5) The States of Colorado, Maryland, Nevada, Utah and the Commonwealth of Virginia, as provided in Paragraphs 17 and 63 of the Consent Decree.

## **Appendix H**

**Training Syllabus For Builder Employees  
(Employees who, in the field at a Site, primarily and  
directly supervise construction activity)**

# **Training Syllabus**

## **Richmond American Homes Storm Water Training Program - Training Syllabus For Builder Employees (Employees who, in the field at a Site, primarily and directly supervise construction activity)**

NOTE: The projected timeframes for each training module indicated on this syllabus are based on the approximate time needed to cover each topic in a live classroom setting. Actual times will vary due to numerous factors, including the size and nature of the audience. If a module is presented online, the projected time should be reduced by two-thirds.

### **Course Objectives**

#### Module Objectives

By the end of this module, You will be able to:

- Understand how to review a specific onsite SWP
- Conduct a site walk through and note any onsite responsive actions

Time Frame – Approximately .5 hours

# **Regulatory Overview**

## **Course Objectives**

By the end of this module, you will be able to:

- Explain Federal, State and Local laws
- Describe who enforces the regulations
- Describe the implications if a site is not compliant

Time Frame – Approximately .5 hour

# **Richmond American Homes Storm Water Training Program – SWP, Inspections, Reporting, Auditing, and Stipulated Penalty Process**

## **Course Objectives**

### Module Objectives

By the end of this module, You will be able to:

- Describe the RAH Storm Water Process
- Identify who is involved in RAH's program
- Determine where the SWP must be located
- Identify the key elements in a SWP
- Identify the sections in a SWP you will be responsible for
- Describe your responsibilities regarding maintenance of the SWP
- Describe the Pre-Construction Inspection process and use of required form
- Describe the site inspection and reporting Process as it relates to applicable permit(s) and use of required forms and external roles regarding Storm Water Consultants and Storm Water Control contractors
- Describe the RAH maintenance and repair process and external role of Storm Water Control contractors
- Describe Quarterly Audits and use of required forms
- Describe the National Annual Summary report
- Understand stipulated penalty process and the how the penalties will be tabulated via the Quarterly Audit and Annual Summary forms
- Discuss additional RAH internal requirements related that includes daily monitoring related to site and contractor oversight

Time Frame – Approximately 2.0 hours

# **Construction Site Pollutants and Storm Water Controls**

## **Course Objectives**

### Module Objectives

By the end of this module, You will be able to:

- Define Erosion
- Define Sediment
- Identify various erosion storm water controls
- Describe what to look for when inspecting erosion storm water controls
- Identify various sediment storm water controls
- Describe what to look for when inspecting sediment storm water controls
- Identify tracking controls
- Describe what to look for when inspecting tracking controls
- Identify non-storm water, hazardous and waste materials
- Describe measures used for non-storm water and hazardous materials management
- Describe measures used for waste management

Time Frame – Approximately 2.0 hours

# **Richmond American Homes Storm Water Training Program – Final Instructions**

## **Course Objectives**

### Module Objectives

By the end of this module, You will be able to:

- Describe the proper communication process (external and internal) when an agency inspection occurs
- Understand Internal and External Training processes
- Final guidance on maintaining compliance

Time Frame – Approximately .5 hour

## **Appendix I**

### **Initial Certification Training Syllabus and Annual Refresher Training Syllabus For Storm Water Compliance Representatives and Designees**



## **Initial Training Syllabus**

### **Richmond American Homes Storm Water Training Program – Storm Water Compliance Representatives and Designees**

NOTE: The projected timeframes for each training module indicated on this syllabus are based on the approximate time needed to cover each topic in a live classroom setting. Actual times will vary due to numerous factors, including the size and nature of the audience. If a module is presented online, the projected time should be reduced by two-thirds.

#### **Course Objectives**

##### Module Objectives

By the end of this module, You will be able to:

- Understand how to review a specific onsite SWP
- Conduct a site walk through and note any onsite responsive actions

Time Frame – Approximately .5 hours

# **Regulatory Overview**

## **Course Objectives**

By the end of this module, you will be able to:

- Explain Federal, State and Local laws
- Describe who enforces the regulations
- Describe the implications if a site is not compliant

Time Frame – Approximately .5 hour

# **Richmond American Homes Storm Water Training Program – SWP, Inspections, Reporting, Auditing, and Stipulated Penalty Process**

## **Course Objectives**

### Module Objectives

By the end of this module, You will be able to:

- Describe the RAH Storm Water Process
- Identify who is involved in RAH's program
- Determine where the SWP must be located
- Identify the key elements in a SWP
- Identify the sections in a SWP you will be responsible for
- Describe your responsibilities regarding maintenance of the SWP
- Describe the Pre-Construction Inspection process and use of required form
- Describe the site inspection and reporting Process as it relates to applicable permit(s) and use of required forms and external roles regarding Storm Water Consultants and Storm Water Control contractors
- Describe the RAH maintenance and repair process and external role of Storm Water Control contractors
- Describe Quarterly Audits and use of required forms
- Describe the National Annual Summary report
- Understand stipulated penalty process and the how the penalties will be tabulated via the Quarterly Audit and Annual Summary forms
- Discuss additional RAH internal requirements related that includes daily monitoring related to site and contractor oversight

Time Frame – Approximately 2.0 hours

# **Construction Site Pollutants and Storm Water Controls**

## **Course Objectives**

### Module Objectives

By the end of this module, You will be able to:

- Define Erosion
- Define Sediment
- Identify various erosion storm water controls
- Describe what to look for when inspecting erosion storm water controls
- Identify various sediment storm water controls
- Describe what to look for when inspecting sediment storm water controls
- Identify tracking controls
- Describe what to look for when inspecting tracking controls
- Identify non-storm water, hazardous and waste materials
- Describe measures used for non-storm water and hazardous materials management
- Describe measures used for waste management

Time Frame – Approximately 2.0 hours

# **Richmond American Homes Storm Water Training Program – Final Instructions**

## **Course Objectives**

### Module Objectives

By the end of this module, You will be able to:

- Describe the proper communication process (external and internal) when an agency inspection occurs
- Understand Internal and External Training processes
- Final guidance on maintaining compliance

Time Frame – Approximately .5 hour

# **Annual Refresher Training Syllabus**

## **Regulatory Overview**

NOTE: The projected timeframes for each training module indicated on this syllabus are based on the approximate time needed to cover each topic in a live classroom setting. Actual times will vary due to numerous factors, including the size and nature of the audience. If a module is presented online, the projected time should be reduced by two-thirds.

### **Course Objectives**

By the end of this module, you will be able to:

- Explain Federal, State and Local laws
- Describe who enforces the regulations
- Describe the implications if a site is not compliant

Time Frame – Approximately 15 minutes

# **Richmond American Homes Storm Water Training Program – Annual Issues**

## **Course Objectives**

### Module Objectives

By the end of this module, You will be able to:

- Discuss and understand issues promulgated by the Quarterly and Annual Reports
- Discuss the upcoming year objectives for increased compliance related to the RAH program

Time Frame – Approximately .5-1 hour

# **Richmond American Homes Storm Water Training Program – SWP, Inspections, Reporting, Auditing, and Stipulated Penalty Process**

## **Course Objectives**

### Module Objectives

By the end of this module, You will be able to:

- Describe the RAH Storm Water Process
- Identify who is involved in RAH's program
- Determine where the SWP must be located
- Identify the key elements in a SWP
- Identify the sections in a SWP you will be responsible for
- Describe your responsibilities regarding maintenance of the SWP
- Describe the Pre-Construction Inspection process and use of required form
- Describe the site inspection and reporting Process as it relates to applicable permit(s) and use of required forms and external roles regarding Storm Water Consultants and Storm Water Control contractors
- Describe the RAH maintenance and repair process and external role of Storm Water Control contractors
- Describe Quarterly Audits and use of required forms
- Describe the National Annual Summary report
- Understand stipulated penalty process and the how the penalties will be tabulated via the Quarterly Audit and Annual Summary forms
- Discuss additional RAH internal requirements related that includes daily monitoring related to site and contractor oversight

Time Frame – Approximately 45 Minutes



## **Appendix J**

### **Initial and Annual Certification Tests**

# SWPPP Training Assessment

Name \_\_\_\_\_

Date \_\_\_\_\_ Division \_\_\_\_\_

Regulatory  
Overview

*Circle the correct answer for each question.*

1. To fully comply with the storm water requirements, we must comply with
    - A. Federal and State requirements for storm water
    - B. City, County, and State requirements for storm water
    - C. Federal, State and Local requirements for storm water
    - D. Federal, Regional and State requirements for storm water
  
  2. What penalties can the government impose for SWPPP violations?
    - A. Fines
    - B. Imprisonment up to 2 years
    - C. Written warning
    - D. A & B
    - E. All of the above
- 

RAH Program

1. SWPPP Planning should occur?
  - A. 7 days prior to earthmoving
  - B. Upon purchase of land
  - C. During the land acquisition process
  - D. None of the above
  
2. The site superintendent should not document when Responsive Action items have been addressed?
  - A. True
  - B. False
  
3. Internal documentation not required by the permit should be located onsite separate from the SWPPP?
  - A. True
  - B. False

4. The allowable time frame for action items to be addressed is:
  - A. Immediately upon discovery
  - B. 7 days upon discovery
  - C. 14 days upon discovery
  - D. Whatever is noted in the SWPPP regarding inspections and maintenance
5. The site superintendent should attempt to communicate with a regulatory official when that official is conducting a site inspection?
  - A. True
  - B. False
6. A Pre-Construction Inspection and Review is not necessary as long as BMPs are installed prior to commencement of construction activities?
  - A. True
  - B. False
7. Why is it important to address and document action items?
  - A. It is required by the government
  - B. Ignoring action items and documentation can lead to stipulated penalties
  - C. Ignoring action items and documentation may lead to regulatory enforcement action
  - D. All of the above
8. As part of internal requirements, the superintendent should inspect the project \_\_\_\_\_. [Fill in required inspection frequency].
9. The Division-Wide Compliance Summary Report must be signed by a Site Storm Water Compliance Representative?
  - A. True
  - B. False

10. The Quarterly Compliance Review needs to be completed no later than \_\_\_\_ days following the Quarterly Compliance Inspection?
- A. 5 days
  - B. 10 days
  - C. 14 days
  - D. 7 days
11. A list of sites and projects needs to be submitted to the EPA
- A. Monthly
  - B. Quarterly
  - C. Yearly
  - D. Every 25 days
12. The Division Storm Water Compliance Representatives need to submit a National Compliance Summary report to the EPA at the end of each year?
- A. True
  - B. False
13. Which of the following are components of the Storm Water Orientation for Contractors/Consultants?
- A. Signage
  - B. Builder's Storm Water Program Information
  - C. Master Subcontract Information
  - D. All of the Above
14. Where should inspection reports be kept?
- A. In the Sales Office
  - B. SWPPP Book
  - C. In the Superintendent's Truck
  - D. With the DSWCR

SWPPP Training Assessment, Continued

---

SWPPP

*Circle the correct answer.*

1. Where must the SWPPP always be kept?
  - A. On site
  - B. At the office
  - C. In your vehicle
  - D. All of the above
2. The posted signage should have the following document attached:
  - A. NOT
  - B. NOC
  - C. NOI
  - D. NOG
3. Circle all of the statements below that are true of the SWPPP.
  - A. You must have a SWPPP that addresses land development and vertical activities
  - B. The SWPPP must include all potential sources of pollution on site
  - C. The SWPPP identifies all operators and specifies which areas of the site the operators have control
  - D. All of the above
4. Drawings are an optional component of the SWPPP
  - A. T
  - B. F
5. The SWPPP will most likely undergo amendments throughout the construction process
  - A. T
  - B. F
6. Where is the location of the SWPPP noted?
  - A. NOT
  - B. Posted Signage
  - C. BMP
  - D. None of the above

Pollutants and  
BMPs

*Complete the following.*

1. Erosion can be caused by
  - A. Rainfall
  - B. Wind
  - C. Snowmelt
  - D. All of the above
2. Sedimentation is the settling of soil as a result of the erosion process
  - A. True
  - B. False
3. Construction site erosion can be 10 to 1,000 times greater than nature's erosion process.
  - A. True
  - B. False
4. Concrete Waste, Paint, Pesticides, Sanitary Waste, Petroleum and Oil need to be contained after roads are paved and inlets are installed
  - A. True
  - B. False
5. What does the acronym BMP represent?
  - A. Broad Measure Prevention
  - B. Best Management Prevention
  - C. Best Measure Prevention
  - D. Best Management Practices
6. BMP's may be
  - A. Structural and Permanent
  - B. Structural and Temporary
  - C. Non Structural
  - D. All of the above
7. When there is a reportable hazardous spill on site, the DSWCR must be notified \_\_\_\_\_.
8. Vehicle tracking is acceptable on a daily basis as long as the streets are swept on a weekly basis:
  - A. True
  - B. False
9. If a linear BMP appears to be durable to construction traffic, then it is ok to drive up on the lot?
  - A. T
  - B. F

## SWPPP Training Assessment, Continued

---

### Pollutants and (continued)

10. Name 6 BMP categories

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_

11. Circle all of the items listed below that are erosion controls

- A. Erosion Control Matting
- B. Bonded Fiber Matrices
- C. Hydro seeding
- D. Soil Roughening (Ripping)
- E. Silt Fencing

12. Circle the primary type of erosion control from the listing below that addresses a potential problem at its source.

- A. Inlet Protection
- B. Silt Fencing
- C. Stabilized construction entrances
- D. Street Sweeping

13. Inlet protection is considered the last line of defense and should always be used in combination with;

- A. Silt Fencing
- B. Street sweeping
- C. Other erosion and sediment control measures
- D. Never in combination. Inlet protection is adequate on its own.

14. Finish the following sentence.

Stabilized entrances are important because \_\_\_\_\_....

## SWPPP Training Assessment, Continued

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### BMP' (continued)

15. Silt Fencing is an economical way to mark lots.
  - A. T
  - B. F
  
16. A subcontractor is allowed to wash out concrete in a storm drain inlet if there is inlet protection installed
  - A. T
  - B. F
  
17. What is the proper installation for porta potties?
  
18. All material waste should be:
  - A. Covered
  - B. Contained
  - C. Exposed
  - D. All of the above
  - E. A & B
  
19. It is O.K. to litter on the lots as long as it doesn't go into the storm drains.
  - A. T
  - B. F
  
20. Describe what you do if you have a spill or leak from equipment or a vehicle on site.



## **Appendix K**

### **List of Contractors**

## **Listed Contractors**

- 1) Earthmoving Contractors
- 2) Storm Drain Installation Contractors
- 3) Water and Sewer Installation Contractors
- 4) Paving Contractors (including curb and gutter installation)
- 5) Masonry Contractors
- 6) Interior and Exterior Painting and Staining Contractors
- 7) Stucco Contractors
- 8) Landscape Installation Contractors
- 9) Framing/ Siding Contractors
- 10) Drywall Contractors
- 11) Latrine Contractors

## **Appendix L**

### **Contractor Dos and Don'ts**

## **Stormwater Pollution Prevention Program**

You are required to understand and follow Richmond American's Stormwater Pollution Prevention Program:

- DO NOT move or damage any BMP
- DO properly handle, store, cover and contain all materials
- DO contact the site stormwater compliance representative with questions or concerns
- DO NOT track dirt onto streets
  - Use provided tracking controls
  - Sweep or remove excess dirt from streets
- DO report immediately any moved or damaged BMP or any leaks or spills
- DO properly dispose of trash, debris and waste
- DO washout ONLY in designated areas

**FAILURE TO COMPLY WITH THESE AND OTHER STORMWATER REQUIREMENTS CAN RESULT IN PENALTIES OR TERMINATION.**

Usted está obligado a comprender y seguir el Programa "Plan de Prevención de Contaminación de Aguas Pluviales Richmond American".

- NO mueva o dañe ningún BMP
- MANIOBRE, almacene, cubra y contenga todos los materiales CORRECTAMENTE
- CONTACTE a su representante de Aguas Pluviales en caso de dudas o preguntas.
- NO deje restos de tierra en las calles
  - Use los sistemas provistos
  - Barra o remueva el exceso de tierra de las calles
- REPORTE inmediatamente cualquier BMP fuera de su lugar o dañado, así como cualquier fuga o derrame.
- DEPOSITE la basura, escombros y desechos en su lugar y de manera adecuada.
- Lave y escurra SOLAMENTE en las áreas designadas

**EL NO SEGUIR ESTOS Y OTROS REQUERIMIENTOS DE AGUAS PLUVIALES PODRÍA RESULTAR EN PENALIDADES O TERMINACIÓN DE LA RELACIÓN LABORAL.**

## **Appendix M**

### **List of Sites Subject to Covenant Not to Sue**

**Appendix M**  
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**Total Company Summary**  
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The following list is intended to include all of the Sites:

a. where based on record review conducted during Fall 2007, Plaintiffs have knowledge, through inspections conducted by Plaintiffs or Plaintiffs' consultant, responses to information requests issued by a Plaintiff pursuant to Section 308 of the Clean Water Act ("CWA") or equivalent state law, or information obtained from a non-party, of an alleged violation of: (i) Section 308 of the CWA or state law equivalent to Section 308, relating to Storm Water Requirements; (ii) the prohibition in Section 301(a) of the CWA or an equivalent prohibition under state law, against discharging pollutants without an Applicable Permit; or (iii) the conditions, limitations and requirements of an Applicable Permit; or

b. that Builder owned or operated at any time on or between September 30, 2007 and March 31, 2008.

This description of the list is provided for explanatory purposes and does not modify the list. The release and covenant not to sue is only applicable to the Sites on this list. The list may be modified pursuant to Paragraph 71 of the Consent Decree to add Sites that were inadvertently omitted, but that meet the above criteria.

<b>State</b>		<b>Total Sites</b>
Arizona		53
California (Northern)		20
California (Southern)		39
Colorado		53
Delaware		3
Florida		34
Illinois		7
Maryland		30
Nevada		58
New Jersey		6
Pennsylvania		6
Texas		0
Utah		31
Virginia		38
West Virginia		4
<b>Total</b>		<b>382</b>

**Appendix M**  
**Richmond American Homes**  
**Total Company Summary**  
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<b>Site</b>		<b>State</b>		<b>County</b>	<b>Richmond American Homes Entity</b>
Canyon Trails West Village		Arizona		Maricopa	Richmond American Homes of Arizona, Inc., Richmond American Construction, Inc.
Centerra		Arizona		Maricopa	Richmond American Homes of Arizona, Inc., Richmond American Construction, Inc.
Country Place		Arizona		Maricopa	Richmond American Homes of Arizona, Inc., Richmond American Construction, Inc.
Desert Breeze		Arizona		Maricopa	Richmond American Homes of Arizona, Inc., Richmond American Construction, Inc.
Desert Village		Arizona		Maricopa	Richmond American Homes of Arizona, Inc., Richmond American Construction, Inc.
Dobbins Ranch		Arizona		Maricopa	Richmond American Homes of Arizona, Inc., Richmond American Construction, Inc.
Encantada Estates		Arizona		Maricopa	Richmond American Homes of Arizona, Inc., Richmond American Construction, Inc.
Estrella		Arizona		Maricopa	Richmond American Homes of Arizona, Inc., Richmond American Construction, Inc.
Fletcher Farms		Arizona		Maricopa	Richmond American Homes of Arizona, Inc., Richmond American Construction, Inc.
Glennwilde		Arizona		Maricopa	Richmond American Homes of Arizona, Inc., Richmond American Construction, Inc.
Grayson Square		Arizona		Maricopa	Richmond American Homes of Arizona, Inc., Richmond American Construction, Inc.
Greer Ranch		Arizona		Maricopa	Richmond American Homes of Arizona, Inc., Richmond American Construction, Inc.
Langley Gateway		Arizona		Maricopa	Richmond American Homes of Arizona, Inc., Richmond American Construction, Inc.
Laveen Ranch		Arizona		Maricopa	Richmond American Homes of Arizona, Inc., Richmond American Construction, Inc.
Lions Gate		Arizona		Maricopa	Richmond American Homes of Arizona, Inc., Richmond American Construction, Inc.
Marbella Vineyards		Arizona		Maricopa	Richmond American Homes of Arizona, Inc., Richmond American Construction, Inc.
Miller Manor		Arizona		Maricopa	Richmond American Homes of Arizona, Inc., Richmond American Construction, Inc.
Montana Vista		Arizona		Maricopa	Richmond American Homes of Arizona, Inc., Richmond American Construction, Inc.
North Gateway		Arizona		Maricopa	Richmond American Homes of Arizona, Inc., Richmond American Construction, Inc.
Palm Valley		Arizona		Maricopa	Richmond American Homes of Arizona, Inc., Richmond American Construction, Inc.
Power Ranch		Arizona		Maricopa	Richmond American Homes of Arizona, Inc., Richmond American Construction, Inc.
Queen Creek		Arizona		Maricopa	Richmond American Homes of Arizona, Inc., Richmond American Construction, Inc.

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<b>Site</b>		<b>State</b>		<b>County</b>	<b>Richmond American Homes Entity</b>
Rancho Gabriella		Arizona		Maricopa	Richmond American Homes of Arizona, Inc., Richmond American Construction, Inc.
Rodgers Ranch		Arizona		Maricopa	Richmond American Homes of Arizona, Inc., Richmond American Construction, Inc.
Rio Vista Estates		Arizona		Maricopa	Richmond American Homes of Arizona, Inc., Richmond American Construction, Inc.
Silva Mountain		Arizona		Maricopa	Richmond American Homes of Arizona, Inc., Richmond American Construction, Inc.
Spectrum		Arizona		Maricopa	Richmond American Homes of Arizona, Inc., Richmond American Construction, Inc.
Surprise Farms		Arizona		Maricopa	Richmond American Homes of Arizona, Inc., Richmond American Construction, Inc.
Towne Center		Arizona		Maricopa	Richmond American Homes of Arizona, Inc., Richmond American Construction, Inc.
Tres Rios		Arizona		Maricopa	Richmond American Homes of Arizona, Inc., Richmond American Construction, Inc.
Veramonte		Arizona		Maricopa	Richmond American Homes of Arizona, Inc., Richmond American Construction, Inc.
Westridge Park Village		Arizona		Maricopa	Richmond American Homes of Arizona, Inc., Richmond American Construction, Inc.
Continental Ranch (The Villas)		Arizona		Pima	Richmond American Homes of Arizona, Inc., Richmond American Construction, Inc.
Corazon Del Pueblo		Arizona		Pima	Richmond American Homes of Arizona, Inc., Richmond American Construction, Inc.
Dove Mountain		Arizona		Pima	Richmond American Homes of Arizona, Inc., Richmond American Construction, Inc.
Gladden Farms		Arizona		Pima	Richmond American Homes of Arizona, Inc., Richmond American Construction, Inc.
Lago Sereno		Arizona		Pima	Richmond American Homes of Arizona, Inc., Richmond American Construction, Inc.
Madera Highlands		Arizona		Pima	Richmond American Homes of Arizona, Inc., Richmond American Construction, Inc.
Presidio (Rancho Sahaurita)		Arizona		Pima	Richmond American Homes of Arizona, Inc., Richmond American Construction, Inc.
Presidio Ridge		Arizona		Pima	Richmond American Homes of Arizona, Inc., Richmond American Construction, Inc.
Rams Pass		Arizona		Pima	Richmond American Homes of Arizona, Inc., Richmond American Construction, Inc.
Rancho Del Lago		Arizona		Pima	Richmond American Homes of Arizona, Inc., Richmond American Construction, Inc.
Spanish Trail		Arizona		Pima	Richmond American Homes of Arizona, Inc., Richmond American Construction, Inc.
Star Valley (FL)		Arizona		Pima	Richmond American Homes of Arizona, Inc., Richmond American Construction, Inc.
Sycamore Canyon		Arizona		Pima	Richmond American Homes of Arizona, Inc., Richmond American Construction, Inc.



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<b>Site</b>	<b>State</b>	<b>County</b>	<b>Richmond American Homes Entity</b>
Sycamore Park	Arizona	Pima	Richmond American Homes of Arizona, Inc., Richmond American Construction, Inc.
Tangerine Crossing	Arizona	Pima	Richmond American Homes of Arizona, Inc., Richmond American Construction, Inc.
Johnson Ranch	Arizona	Pinal	Richmond American Homes of Arizona, Inc., Richmond American Construction, Inc.
Magic Ranch	Arizona	Pinal	Richmond American Homes of Arizona, Inc., Richmond American Construction, Inc.
Montera Village	Arizona	Pinal	Richmond American Homes of Arizona, Inc., Richmond American Construction, Inc.
Rancho Bella Vista	Arizona	Pinal	Richmond American Homes of Arizona, Inc., Richmond American Construction, Inc.
Rancho Mirage	Arizona	Pinal	Richmond American Homes of Arizona, Inc., Richmond American Construction, Inc.
San Tan Heights	Arizona	Pinal	Richmond American Homes of Arizona, Inc., Richmond American Construction, Inc.
Cottage Park - Hayward (Whitman Village)	California	Alameda	Richmond American Homes of California, Inc, Richmond American Homes of Northern California, Inc.
Blumen (Steeplechase)	California	Contra Costa	Richmond American Homes of California, Inc, Richmond American Homes of Northern California, Inc.
Hidden Grove	California	Contra Costa	Richmond American Homes of California, Inc, Richmond American Homes of Northern California, Inc.
Lauderhill - San Ramon (Old Mill)	California	Contra Costa	Richmond American Homes of California, Inc, Richmond American Homes of Northern California, Inc.
Toscana - El Dorado Hills (Promontory)	California	El Dorado	Richmond American Homes of California, Inc, Richmond American Homes of Northern California, Inc.
Tapestry at Alta Sierra- Clovis	California	Fresno	Richmond American Homes of California, Inc, Richmond American Homes of Northern California, Inc.
Vintage Glen	California	Kings	Richmond American Homes of California, Inc, Richmond American Homes of Northern California, Inc.
Alderwood	California	Los Angeles	Richmond American Homes of California, Inc, Richmond American Homes of Northern California, Inc.

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<b>Site</b>		<b>State</b>		<b>County</b>	<b>Richmond American Homes Entity</b>
Bombay 49		California		Los Angeles	Richmond American Homes of California, Inc, Richmond American Homes of Northern California, Inc.
Campo del Sol		California		Los Angeles	Richmond American Homes of California, Inc, Richmond American Homes of Northern California, Inc.
Capistrano		California		Los Angeles	Richmond American Homes of California, Inc, Richmond American Homes of Northern California, Inc.
Daybreak		California		Los Angeles	Richmond American Homes of California, Inc, Richmond American Homes of Northern California, Inc.
De Celis		California		Los Angeles	Richmond American Homes of California, Inc, Richmond American Homes of Northern California, Inc.
Gladstone 27		California		Los Angeles	Richmond American Homes of California, Inc, Richmond American Homes of Northern California, Inc.
Quartz Hill		California		Los Angeles	Richmond American Homes of California, Inc, Richmond American Homes of Northern California, Inc.
Rancho Paso Fino		California		Los Angeles	Richmond American Homes of California, Inc, Richmond American Homes of Northern California, Inc.
Sagewood		California		Los Angeles	Richmond American Homes of California, Inc, Richmond American Homes of Northern California, Inc.
Sandalwood		California		Los Angeles	Richmond American Homes of California, Inc, Richmond American Homes of Northern California, Inc.
Stonebridge		California		Los Angeles	Richmond American Homes of California, Inc, Richmond American Homes of Northern California, Inc.
Walden Green		California		Los Angeles	Richmond American Homes of California, Inc, Richmond American Homes of Northern California, Inc.
Walden Walk		California		Los Angeles	Richmond American Homes of California, Inc, Richmond American Homes of Northern California, Inc.

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<b>Site</b>	<b>State</b>	<b>County</b>	<b>Richmond American Homes Entity</b>
Wildflower (The Reserve)	California	Los Angeles	Richmond American Homes of California, Inc, Richmond American Homes of Northern California, Inc.
Mariposa Estates	California	Madera	Richmond American Homes of California, Inc, Richmond American Homes of Northern California, Inc.
Canterbury Estates - Modesto (Christiansen)	California	Modesto	Richmond American Homes of California, Inc, Richmond American Homes of Northern California, Inc.
Bungalows on Bay	California	Orange	Richmond American Homes of California, Inc, Richmond American Homes of Northern California, Inc.
Cornerstone	California	Orange	Richmond American Homes of California, Inc, Richmond American Homes of Northern California, Inc.
Portola	California	Orange	Richmond American Homes of California, Inc, Richmond American Homes of Northern California, Inc.
Quail Hill	California	Orange	Richmond American Homes of California, Inc, Richmond American Homes of Northern California, Inc.
12 Bridges (Kinsley Hill)	California	Placer	Richmond American Homes of California, Inc, Richmond American Homes of Northern California, Inc.
Campagna - Lincoln (Verdera)	California	Placer	Richmond American Homes of California, Inc, Richmond American Homes of Northern California, Inc.
Avondale	California	Riverside	Richmond American Homes of California, Inc, Richmond American Homes of Northern California, Inc.
Barrington 115 Canterwood Ranch	California	Riverside	Richmond American Homes of California, Inc, Richmond American Homes of Northern California, Inc.
Eastridge II	California	Riverside	Richmond American Homes of California, Inc, Richmond American Homes of Northern California, Inc.
Glenwood at Strong Street	California	Riverside	Richmond American Homes of California, Inc, Richmond American Homes of Northern California, Inc.

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<b>Site</b>		<b>State</b>		<b>County</b>	<b>Richmond American Homes Entity</b>
Greer Ranch 106 Whispering Oaks		California		Riverside	Richmond American Homes of California, Inc, Richmond American Homes of Northern California, Inc.
Liberty Square		California		Riverside	Richmond American Homes of California, Inc, Richmond American Homes of Northern California, Inc.
Menifee Greens		California		Riverside	Richmond American Homes of California, Inc, Richmond American Homes of Northern California, Inc.
Mission Ranch		California		Riverside	Richmond American Homes of California, Inc, Richmond American Homes of Northern California, Inc.
Moreno Valley		California		Riverside	Richmond American Homes of California, Inc, Richmond American Homes of Northern California, Inc.
Savannah		California		Riverside	Richmond American Homes of California, Inc, Richmond American Homes of Northern California, Inc.
Seneca Springs		California		Riverside	Richmond American Homes of California, Inc, Richmond American Homes of Northern California, Inc.
Sycamore Creek		California		Riverside	Richmond American Homes of California, Inc, Richmond American Homes of Northern California, Inc.
Barrington Square (Jordan Park/Kiefer Mayhew)		California		Sacramento	Richmond American Homes of California, Inc, Richmond American Homes of Northern California, Inc.
Sweetwater - Antelope (Barrett Ranch)		California		Sacramento	Richmond American Homes of California, Inc, Richmond American Homes of Northern California, Inc.
Wickford Square (Sacramento Pines)		California		Sacramento	Richmond American Homes of California, Inc, Richmond American Homes of Northern California, Inc.
Country Creek		California		San Bernardino	Richmond American Homes of California, Inc, Richmond American Homes of Northern California, Inc.
Regency		California		San Bernardino	Richmond American Homes of California, Inc, Richmond American Homes of Northern California, Inc.

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<b>Site</b>	<b>State</b>	<b>County</b>	<b>Richmond American Homes Entity</b>
Shady Trails	California	San Bernardino	Richmond American Homes of California, Inc, Richmond American Homes of Northern California, Inc.
Summerfield	California	San Bernardino	Richmond American Homes of California, Inc, Richmond American Homes of Northern California, Inc.
University Park	California	San Bernardino	Richmond American Homes of California, Inc, Richmond American Homes of Northern California, Inc.
Arrowood	California	San Diego	Richmond American Homes of California, Inc, Richmond American Homes of Northern California, Inc.
San Elijo	California	San Diego	Richmond American Homes of California, Inc, Richmond American Homes of Northern California, Inc.
Ambergrove - Lathrop (Armstrong-Rieger)	California	San Joaquin	Richmond American Homes of California, Inc, Richmond American Homes of Northern California, Inc.
Darlington Creek	California	San Joaquin	Richmond American Homes of California, Inc, Richmond American Homes of Northern California, Inc.
Ashbourne Park - Vacaville (Amber Ridge)	California	Solano	Richmond American Homes of California, Inc, Richmond American Homes of Northern California, Inc.
Green Valley Ranch - Fairfield (YCH)	California	Solano	Richmond American Homes of California, Inc, Richmond American Homes of Northern California, Inc.
Fairview at Ashley Grove - Visalia (Pacific Union)	California	Tulare	Richmond American Homes of California, Inc, Richmond American Homes of Northern California, Inc.
Sugar Plum Estates	California	Tulare	Richmond American Homes of California, Inc, Richmond American Homes of Northern California, Inc.
Brentwood	California	Ventura	Richmond American Homes of California, Inc, Richmond American Homes of Northern California, Inc.
Brighton East Farms	Colorado	Adams	Richmond American Homes of Colorado, Inc., M.D.C. Land Corporation, Enerwest, Inc., MDC/Wood, Inc., Yosemite Financial, Inc.

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<b>Site</b>	<b>State</b>	<b>County</b>	<b>Richmond American Homes Entity</b>
Bromley Park	Colorado	Adams	Richmond American Homes of Colorado, Inc., M.D.C. Land Corporation, Enerwest, Inc., MDC/Wood, Inc., Yosemite Financial, Inc.
Buffalo Mesa	Colorado	Adams	Richmond American Homes of Colorado, Inc., M.D.C. Land Corporation, Enerwest, Inc., MDC/Wood, Inc., Yosemite Financial, Inc.
Buffalo Run	Colorado	Adams	Richmond American Homes of Colorado, Inc., M.D.C. Land Corporation, Enerwest, Inc., MDC/Wood, Inc., Yosemite Financial, Inc.
Fronterra	Colorado	Adams	Richmond American Homes of Colorado, Inc., M.D.C. Land Corporation, Enerwest, Inc., MDC/Wood, Inc., Yosemite Financial, Inc.
Huntington Trails	Colorado	Adams	Richmond American Homes of Colorado, Inc., M.D.C. Land Corporation, Enerwest, Inc., MDC/Wood, Inc., Yosemite Financial, Inc.
Reunion	Colorado	Adams	Richmond American Homes of Colorado, Inc., M.D.C. Land Corporation, Enerwest, Inc., MDC/Wood, Inc., Yosemite Financial, Inc.
Riverdale	Colorado	Adams	Richmond American Homes of Colorado, Inc., M.D.C. Land Corporation, Enerwest, Inc., MDC/Wood, Inc., Yosemite Financial, Inc.
Singletree	Colorado	Adams	Richmond American Homes of Colorado, Inc., M.D.C. Land Corporation, Enerwest, Inc., MDC/Wood, Inc., Yosemite Financial, Inc.
Stillwater	Colorado	Adams	Richmond American Homes of Colorado, Inc., M.D.C. Land Corporation, Enerwest, Inc., MDC/Wood, Inc., Yosemite Financial, Inc.
Cherry Brook	Colorado	Arapahoe	Richmond American Homes of Colorado, Inc., M.D.C. Land Corporation, Enerwest, Inc., MDC/Wood, Inc., Yosemite Financial, Inc.
Cherry Creek Vista	Colorado	Arapahoe	Richmond American Homes of Colorado, Inc., M.D.C. Land Corporation, Enerwest, Inc., MDC/Wood, Inc., Yosemite Financial, Inc.
Conservatory	Colorado	Arapahoe	Richmond American Homes of Colorado, Inc., M.D.C. Land Corporation, Enerwest, Inc., MDC/Wood, Inc., Yosemite Financial, Inc.
Copperleaf	Colorado	Arapahoe	Richmond American Homes of Colorado, Inc., M.D.C. Land Corporation, Enerwest, Inc., MDC/Wood, Inc., Yosemite Financial, Inc.

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<b>Site</b>		<b>State</b>		<b>County</b>	<b>Richmond American Homes Entity</b>
East Quincy Highlands		Colorado		Arapahoe	Richmond American Homes of Colorado, Inc., M.D.C. Land Corporation, Enerwest, Inc., MDC/Wood, Inc., Yosemite Financial, Inc.
Murphy Creek		Colorado		Arapahoe	Richmond American Homes of Colorado, Inc., M.D.C. Land Corporation, Enerwest, Inc., MDC/Wood, Inc., Yosemite Financial, Inc.
Piney Creek		Colorado		Arapahoe	Richmond American Homes of Colorado, Inc., M.D.C. Land Corporation, Enerwest, Inc., MDC/Wood, Inc., Yosemite Financial, Inc.
Saddle Rock		Colorado		Arapahoe	Richmond American Homes of Colorado, Inc., M.D.C. Land Corporation, Enerwest, Inc., MDC/Wood, Inc., Yosemite Financial, Inc.
Sorrell Ranch		Colorado		Arapahoe	Richmond American Homes of Colorado, Inc., M.D.C. Land Corporation, Enerwest, Inc., MDC/Wood, Inc., Yosemite Financial, Inc.
Tallyn's Reach		Colorado		Arapahoe	Richmond American Homes of Colorado, Inc., M.D.C. Land Corporation, Enerwest, Inc., MDC/Wood, Inc., Yosemite Financial, Inc.
Wheatlands		Colorado		Arapahoe	Richmond American Homes of Colorado, Inc., M.D.C. Land Corporation, Enerwest, Inc., MDC/Wood, Inc., Yosemite Financial, Inc.
Canyon Creek		Colorado		Boulder	Richmond American Homes of Colorado, Inc., M.D.C. Land Corporation, Enerwest, Inc., MDC/Wood, Inc., Yosemite Financial, Inc.
Antelope Heights		Colorado		Douglas	Richmond American Homes of Colorado, Inc., M.D.C. Land Corporation, Enerwest, Inc., MDC/Wood, Inc., Yosemite Financial, Inc.
Castlewood Ranch		Colorado		Douglas	Richmond American Homes of Colorado, Inc., M.D.C. Land Corporation, Enerwest, Inc., MDC/Wood, Inc., Yosemite Financial, Inc.
Cobblestone Ranch		Colorado		Douglas	Richmond American Homes of Colorado, Inc., M.D.C. Land Corporation, Enerwest, Inc., MDC/Wood, Inc., Yosemite Financial, Inc.
Horse Creek		Colorado		Douglas	Richmond American Homes of Colorado, Inc., M.D.C. Land Corporation, Enerwest, Inc., MDC/Wood, Inc., Yosemite Financial, Inc.
Meadows		Colorado		Douglas	Richmond American Homes of Colorado, Inc., M.D.C. Land Corporation, Enerwest, Inc., MDC/Wood, Inc., Yosemite Financial, Inc.

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<b>Site</b>	<b>State</b>	<b>County</b>	<b>Richmond American Homes Entity</b>
Meridian	Colorado	Douglas	Richmond American Homes of Colorado, Inc., M.D.C. Land Corporation, Enerwest, Inc., MDC/Wood, Inc., Yosemite Financial, Inc.
New Horizons	Colorado	Douglas	Richmond American Homes of Colorado, Inc., M.D.C. Land Corporation, Enerwest, Inc., MDC/Wood, Inc., Yosemite Financial, Inc.
Claremont	Colorado	El Paso	Richmond American Homes of Colorado, Inc., M.D.C. Land Corporation, Enerwest, Inc., MDC/Wood, Inc., Yosemite Financial, Inc.
Eastview Estates	Colorado	El Paso	Richmond American Homes of Colorado, Inc., M.D.C. Land Corporation, Enerwest, Inc., MDC/Wood, Inc., Yosemite Financial, Inc.
Falcon Ridge	Colorado	El Paso	Richmond American Homes of Colorado, Inc., M.D.C. Land Corporation, Enerwest, Inc., MDC/Wood, Inc., Yosemite Financial, Inc.
Forest Meadows	Colorado	El Paso	Richmond American Homes of Colorado, Inc., M.D.C. Land Corporation, Enerwest, Inc., MDC/Wood, Inc., Yosemite Financial, Inc.
Greyhawk	Colorado	El Paso	Richmond American Homes of Colorado, Inc., M.D.C. Land Corporation, Enerwest, Inc., MDC/Wood, Inc., Yosemite Financial, Inc.
Kings Deer	Colorado	El Paso	Richmond American Homes of Colorado, Inc., M.D.C. Land Corporation, Enerwest, Inc., MDC/Wood, Inc., Yosemite Financial, Inc.
Meridian Ranch	Colorado	El Paso	Richmond American Homes of Colorado, Inc., M.D.C. Land Corporation, Enerwest, Inc., MDC/Wood, Inc., Yosemite Financial, Inc.
Mesa Ridge	Colorado	El Paso	Richmond American Homes of Colorado, Inc., M.D.C. Land Corporation, Enerwest, Inc., MDC/Wood, Inc., Yosemite Financial, Inc.
Sierra Springs	Colorado	El Paso	Richmond American Homes of Colorado, Inc., M.D.C. Land Corporation, Enerwest, Inc., MDC/Wood, Inc., Yosemite Financial, Inc.
Springs Ranch	Colorado	El Paso	Richmond American Homes of Colorado, Inc., M.D.C. Land Corporation, Enerwest, Inc., MDC/Wood, Inc., Yosemite Financial, Inc.
Stetson Ridge Highlands	Colorado	El Paso	Richmond American Homes of Colorado, Inc., M.D.C. Land Corporation, Enerwest, Inc., MDC/Wood, Inc., Yosemite Financial, Inc.



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Site		State		County	Richmond American Homes Entity
Trail's End		Colorado		El Paso	Richmond American Homes of Colorado, Inc., M.D.C. Land Corporation, Enerwest, Inc., MDC/Wood, Inc., Yosemite Financial, Inc.
Turning Leaf		Colorado		El Paso	Richmond American Homes of Colorado, Inc., M.D.C. Land Corporation, Enerwest, Inc., MDC/Wood, Inc., Yosemite Financial, Inc.
Village Center		Colorado		El Paso	Richmond American Homes of Colorado, Inc., M.D.C. Land Corporation, Enerwest, Inc., MDC/Wood, Inc., Yosemite Financial, Inc.
Wildwood		Colorado		El Paso	Richmond American Homes of Colorado, Inc., M.D.C. Land Corporation, Enerwest, Inc., MDC/Wood, Inc., Yosemite Financial, Inc.
Woodmen		Colorado		El Paso	Richmond American Homes of Colorado, Inc., M.D.C. Land Corporation, Enerwest, Inc., MDC/Wood, Inc., Yosemite Financial, Inc.
Woodmoor Greens		Colorado		El Paso	Richmond American Homes of Colorado, Inc., M.D.C. Land Corporation, Enerwest, Inc., MDC/Wood, Inc., Yosemite Financial, Inc.
Bear Creek		Colorado		Jefferson	Richmond American Homes of Colorado, Inc., M.D.C. Land Corporation, Enerwest, Inc., MDC/Wood, Inc., Yosemite Financial, Inc.
Canyon View		Colorado		Jefferson	Richmond American Homes of Colorado, Inc., M.D.C. Land Corporation, Enerwest, Inc., MDC/Wood, Inc., Yosemite Financial, Inc.
Elk Rest Meadows		Colorado		Jefferson	Richmond American Homes of Colorado, Inc., M.D.C. Land Corporation, Enerwest, Inc., MDC/Wood, Inc., Yosemite Financial, Inc.
Meadowbrook Heights		Colorado		Jefferson	Richmond American Homes of Colorado, Inc., M.D.C. Land Corporation, Enerwest, Inc., MDC/Wood, Inc., Yosemite Financial, Inc.
Kendall Brook		Colorado		Larimer	Richmond American Homes of Colorado, Inc., M.D.C. Land Corporation, Enerwest, Inc., MDC/Wood, Inc., Yosemite Financial, Inc.
Promontory		Colorado		Weld	Richmond American Homes of Colorado, Inc., M.D.C. Land Corporation, Enerwest, Inc., MDC/Wood, Inc., Yosemite Financial, Inc.
Sweetgrass		Colorado		Weld	Richmond American Homes of Colorado, Inc., M.D.C. Land Corporation, Enerwest, Inc., MDC/Wood, Inc., Yosemite Financial, Inc.

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Site		State		County	Richmond American Homes Entity
Parker's Run		Delaware		Kent	Richmond American Homes of Pennsylvania, Inc., Richmond American Homes of Delaware, Inc., Richmond American Homes of Maryland, Inc.
Pointe Landing		Delaware		Kent	Richmond American Homes of Pennsylvania, Inc., Richmond American Homes of Delaware, Inc., Richmond American Homes of Maryland, Inc.
Riverview Estates		Delaware		Kent	Richmond American Homes of Pennsylvania, Inc., Richmond American Homes of Delaware, Inc., Richmond American Homes of Maryland, Inc.
Rolling Meadows		Florida		Baker	Richmond American Homes of Florida, LP, RAH of Florida, Inc.
Heritage Oaks Trace		Florida		Clay	Richmond American Homes of Florida, LP, RAH of Florida, Inc.
Silver Creek		Florida		Clay	Richmond American Homes of Florida, LP, RAH of Florida, Inc.
Spencers Plantation		Florida		Clay	Richmond American Homes of Florida, LP, RAH of Florida, Inc.
Broward Cove		Florida		Duval	Richmond American Homes of Florida, LP, RAH of Florida, Inc.
Cambridge Estates		Florida		Duval	Richmond American Homes of Florida, LP, RAH of Florida, Inc.
Candlewood		Florida		Duval	Richmond American Homes of Florida, LP, RAH of Florida, Inc.
Dunns Crossing		Florida		Duval	Richmond American Homes of Florida, LP, RAH of Florida, Inc.
Greenland Cove		Florida		Duval	Richmond American Homes of Florida, LP, RAH of Florida, Inc.
Kernan West		Florida		Duval	Richmond American Homes of Florida, LP, RAH of Florida, Inc.
Lexington Park		Florida		Duval	Richmond American Homes of Florida, LP, RAH of Florida, Inc.
Pinecrest		Florida		Duval	Richmond American Homes of Florida, LP, RAH of Florida, Inc.
Rolling River		Florida		Duval	Richmond American Homes of Florida, LP, RAH of Florida, Inc.
Sierra Oaks		Florida		Duval	Richmond American Homes of Florida, LP, RAH of Florida, Inc.
Watermill		Florida		Duval	Richmond American Homes of Florida, LP, RAH of Florida, Inc.

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<b>Site</b>	<b>State</b>	<b>County</b>	<b>Richmond American Homes Entity</b>
Palm Coast	Florida	Flagler	Richmond American Homes of Florida, LP, RAH of Florida, Inc.
Avalon Village	Florida	Herdando	Richmond American Homes of Florida, LP, RAH of Florida, Inc.
Cory Lake Isles	Florida	Hillsborough	Richmond American Homes of Florida, LP, RAH of Florida, Inc.
Covington Park	Florida	Hillsborough	Richmond American Homes of Florida, LP, RAH of Florida, Inc.
Shady Creek Preserve	Florida	Hillsborough	Richmond American Homes of Florida, LP, RAH of Florida, Inc.
Tanglewood Preserve	Florida	Hillsborough	Richmond American Homes of Florida, LP, RAH of Florida, Inc.
Bocage	Florida	Manatee	Richmond American Homes of Florida, LP, RAH of Florida, Inc.
River Plantation	Florida	Manatee	Richmond American Homes of Florida, LP, RAH of Florida, Inc.
Riviera Walk	Florida	Manatee	Richmond American Homes of Florida, LP, RAH of Florida, Inc.
Sheffield Glenn	Florida	Manatee	Richmond American Homes of Florida, LP, RAH of Florida, Inc.
Heron Isles	Florida	Nassau	Richmond American Homes of Florida, LP, RAH of Florida, Inc.
Marshes at Lansford	Florida	Nassau	Richmond American Homes of Florida, LP, RAH of Florida, Inc.
Woodbridge	Florida	Nassau	Richmond American Homes of Florida, LP, RAH of Florida, Inc.
Cypress Lakes	Florida	St. Johns	Richmond American Homes of Florida, LP, RAH of Florida, Inc.
Moultrie Crossing	Florida	St. Johns	Richmond American Homes of Florida, LP, RAH of Florida, Inc.
Old Moultrie	Florida	St. Johns	Richmond American Homes of Florida, LP, RAH of Florida, Inc.
Sea Grove	Florida	St. Johns	Richmond American Homes of Florida, LP, RAH of Florida, Inc.
Sevilla (World Commerce)	Florida	St. Johns	Richmond American Homes of Florida, LP, RAH of Florida, Inc.
Woodlake	Florida	St. Johns	Richmond American Homes of Florida, LP, RAH of Florida, Inc.
Grande Reserve	Illinois	Kendall	Richmond American Homes of Illinois, Inc.
Coventry Estates	Illinois	Lake	Richmond American Homes of Illinois, Inc.
Fitzgerald Farm (Lion's Chase)	Illinois	McHenry	Richmond American Homes of Illinois, Inc.
Waterford	Illinois	McHenry	Richmond American Homes of Illinois, Inc.
Fields of Shorewood	Illinois	Will	Richmond American Homes of Illinois, Inc.
Kipling Estates	Illinois	Will	Richmond American Homes of Illinois, Inc.
Legacy Point	Illinois	Will	Richmond American Homes of Illinois, Inc.

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<b>Site</b>		<b>State</b>		<b>County</b>	<b>Richmond American Homes Entity</b>
Deerborne		Maryland		Baltimore	Richmond American Homes of Maryland, Inc.
Forge Landing		Maryland		Baltimore	Richmond American Homes of Maryland, Inc.
Woodholme Reserve		Maryland		Baltimore	Richmond American Homes of Maryland, Inc.
Ashworth Property		Maryland		Caroline	Richmond American Homes of Maryland, Inc.
Fairway Villages		Maryland		Cecil	Richmond American Homes of Maryland, Inc.
Susquehanna River View		Maryland		Cecil	Richmond American Homes of Maryland, Inc.
Forest Run		Maryland		Charles	Richmond American Homes of Maryland, Inc.
Blackwater Landing		Maryland		Dorchester	Richmond American Homes of Maryland, Inc.
Ocean Estates		Maryland		Dorchester	Richmond American Homes of Maryland, Inc.
Shepherd Village		Maryland		Dorchester	Richmond American Homes of Maryland, Inc.
Hannover		Maryland		Frederick	Richmond American Homes of Maryland, Inc.
Westwind		Maryland		Frederick	Richmond American Homes of Maryland, Inc.
Grafton Ridge		Maryland		Harford	Richmond American Homes of Maryland, Inc.
Martin Meadows		Maryland		Harford	Richmond American Homes of Maryland, Inc.
Saddleview		Maryland		Harford	Richmond American Homes of Maryland, Inc.
Cascade Overlook		Maryland		Howard	Richmond American Homes of Maryland, Inc.
Hunter's Ridge		Maryland		Howard	Richmond American Homes of Maryland, Inc.
Taylor Village		Maryland		Howard	Richmond American Homes of Maryland, Inc.
Deer Park		Maryland		Montgomery	Richmond American Homes of Maryland, Inc.
Seneca Creek		Maryland		Montgomery	Richmond American Homes of Maryland, Inc.
Seneca View Estates		Maryland		Montgomery	Richmond American Homes of Maryland, Inc.
Woodcliffe Park		Maryland		Montgomery	Richmond American Homes of Maryland, Inc.
Brooke Jane		Maryland		Prince George's	Richmond American Homes of Maryland, Inc.
Cheltenham Park		Maryland		Prince George's	Richmond American Homes of Maryland, Inc.
Heritage Glen		Maryland		Prince George's	Richmond American Homes of Maryland, Inc.
Oakmont Crossing (Tayman/Drula)		Maryland		Prince George's	Richmond American Homes of Maryland, Inc.

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<b>Site</b>	<b>State</b>	<b>County</b>	<b>Richmond American Homes Entity</b>
Snowden Pond at Montpelier	Maryland	Prince George's	Richmond American Homes of Maryland, Inc.
Hambleton Creek View	Maryland	Queen Anne's	Richmond American Homes of Maryland, Inc.
Northbrook	Maryland	Queen Anne's	Richmond American Homes of Maryland, Inc.
Southwoods	Maryland	St. Mary's	Richmond American Homes of Maryland, Inc.
Amber Ridge	Nevada	Clark	Richmond American Homes of Nevada, Inc.
Autumn Glen	Nevada	Clark	Richmond American Homes of Nevada, Inc.
Beaumont	Nevada	Clark	Richmond American Homes of Nevada, Inc.
Belcerro (Links)	Nevada	Clark	Richmond American Homes of Nevada, Inc.
Bella Lago (Indus 15)	Nevada	Clark	Richmond American Homes of Nevada, Inc.
Benton	Nevada	Clark	Richmond American Homes of Nevada, Inc.
Berksire	Nevada	Clark	Richmond American Homes of Nevada, Inc.
Bonita Vista & Las Posas	Nevada	Clark	Richmond American Homes of Nevada, Inc.
Brentwood Grove	Nevada	Clark	Richmond American Homes of Nevada, Inc.
Brighton	Nevada	Clark	Richmond American Homes of Nevada, Inc.
Cantata	Nevada	Clark	Richmond American Homes of Nevada, Inc.
Cherry Lane	Nevada	Clark	Richmond American Homes of Nevada, Inc.
Cimarron Ridge	Nevada	Clark	Richmond American Homes of Nevada, Inc.
Clare Ridge	Nevada	Clark	Richmond American Homes of Nevada, Inc.
Copper Creek	Nevada	Clark	Richmond American Homes of Nevada, Inc.
Country Glen	Nevada	Clark	Richmond American Homes of Nevada, Inc.
Coyote Willows	Nevada	Clark	Richmond American Homes of Nevada, Inc.
Crescent Valley (Aleman 32)	Nevada	Clark	Richmond American Homes of Nevada, Inc.
Crestwood (Stoakcbridge)	Nevada	Clark	Richmond American Homes of Nevada, Inc.
Cumberland	Nevada	Clark	Richmond American Homes of Nevada, Inc.
Desert Moon	Nevada	Clark	Richmond American Homes of Nevada, Inc.
Elsinore	Nevada	Clark	Richmond American Homes of Nevada, Inc.
Foxborough	Nevada	Clark	Richmond American Homes of Nevada, Inc.
Glendale	Nevada	Clark	Richmond American Homes of Nevada, Inc.
Greenwood	Nevada	Clark	Richmond American Homes of Nevada, Inc.
Highland Grove	Nevada	Clark	Richmond American Homes of Nevada, Inc.
Hillcrest (Ritter 10)	Nevada	Clark	Richmond American Homes of Nevada, Inc.
La Madre	Nevada	Clark	Richmond American Homes of Nevada, Inc.
Laurel Canyon	Nevada	Clark	Richmond American Homes of Nevada, Inc.
Loma Pointe	Nevada	Clark	Richmond American Homes of Nevada, Inc.
Meadowbrook	Nevada	Clark	Richmond American Homes of Nevada, Inc.
Moreno Valley	Nevada	Clark	Richmond American Homes of Nevada, Inc.
Murano	Nevada	Clark	Richmond American Homes of Nevada, Inc.
Paloma Canyon/Sierra Valley III	Nevada	Clark	Richmond American Homes of Nevada, Inc.
Pinecrest	Nevada	Clark	Richmond American Homes of Nevada, Inc.
Positano	Nevada	Clark	Richmond American Homes of Nevada, Inc.

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<b>Site</b>	<b>State</b>	<b>County</b>	<b>Richmond American Homes Entity</b>
Rhapsody	Nevada	Clark	Richmond American Homes of Nevada, Inc.
Rosewood	Nevada	Clark	Richmond American Homes of Nevada, Inc.
Sagecrest	Nevada	Clark	Richmond American Homes of Nevada, Inc.
Santa Rita	Nevada	Clark	Richmond American Homes of Nevada, Inc.
Sapphire Springs	Nevada	Clark	Richmond American Homes of Nevada, Inc.
Shadowbrook	Nevada	Clark	Richmond American Homes of Nevada, Inc.
Sheffield	Nevada	Clark	Richmond American Homes of Nevada, Inc.
Sonora (Sonata)	Nevada	Clark	Richmond American Homes of Nevada, Inc.
Starlight Trails	Nevada	Clark	Richmond American Homes of Nevada, Inc.
Stonegate	Nevada	Clark	Richmond American Homes of Nevada, Inc.
Summerlin (Ladera)	Nevada	Clark	Richmond American Homes of Nevada, Inc.
Tenaya Crossing	Nevada	Clark	Richmond American Homes of Nevada, Inc.
Terraza	Nevada	Clark	Richmond American Homes of Nevada, Inc.
Trailwood	Nevada	Clark	Richmond American Homes of Nevada, Inc.
Tuscano	Nevada	Clark	Richmond American Homes of Nevada, Inc.
Valencia (Newberry)	Nevada	Clark	Richmond American Homes of Nevada, Inc.
Valhalla Estates	Nevada	Clark	Richmond American Homes of Nevada, Inc.
Vienna Hills	Nevada	Clark	Richmond American Homes of Nevada, Inc.
Vintage Oaks	Nevada	Clark	Richmond American Homes of Nevada, Inc.
Wakefield (South Mtn B)	Nevada	Clark	Richmond American Homes of Nevada, Inc.
Wellington Place	Nevada	Clark	Richmond American Homes of Nevada, Inc.
Whitney Heights	Nevada	Clark	Richmond American Homes of Nevada, Inc.
Burlington Gardens/Royal Oaks	New Jersey	Burlington	Richmond American Homes of New Jersey, Inc., Richmond American Homes of Pennsylvania, Inc.
Cobblestone	New Jersey	Camden	Richmond American Homes of New Jersey, Inc., Richmond American Homes of Pennsylvania, Inc.
Country Woods	New Jersey	Gloucester	Richmond American Homes of New Jersey, Inc., Richmond American Homes of Pennsylvania, Inc.
Maple Glen	New Jersey	Gloucester	Richmond American Homes of New Jersey, Inc., Richmond American Homes of Pennsylvania, Inc.
Washington Oaks	New Jersey	Gloucester	Richmond American Homes of New Jersey, Inc., Richmond American Homes of Pennsylvania, Inc.
Willow Woods	New Jersey	Gloucester	Richmond American Homes of New Jersey, Inc., Richmond American Homes of Pennsylvania, Inc.

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Site		State		County	Richmond American Homes Entity
Deer Valley		Pennsylvania		Bucks	Richmond American Homes of Pennsylvania, Inc., Richmond American Homes of Delaware, Inc., Richmond American Homes of Maryland, Inc.
Bradford Point		Pennsylvania		Chester	Richmond American Homes of Pennsylvania, Inc., Richmond American Homes of Delaware, Inc., Richmond American Homes of Maryland, Inc.
Stone Creek (Robin's Cove)		Pennsylvania		Chester	Richmond American Homes of Pennsylvania, Inc., Richmond American Homes of Delaware, Inc., Richmond American Homes of Maryland, Inc.
Rolling Hills		Pennsylvania		Franklin	Richmond American Homes of Pennsylvania, Inc., Richmond American Homes of Delaware, Inc., Richmond American Homes of Maryland, Inc.
Brownstone Manor		Pennsylvania		York	Richmond American Homes of Pennsylvania, Inc., Richmond American Homes of Delaware, Inc., Richmond American Homes of Maryland, Inc.
Green Ridge		Pennsylvania		York	Richmond American Homes of Pennsylvania, Inc., Richmond American Homes of Delaware, Inc., Richmond American Homes of Maryland, Inc.
Farmington Greens		Utah		Davis	Richmond American Homes of Utah, Inc.
Farmington Pointe		Utah		Davis	Richmond American Homes of Utah, Inc.
Farmington Ranches		Utah		Davis	Richmond American Homes of Utah, Inc.
Hidden Springs		Utah		Davis	Richmond American Homes of Utah, Inc.
Kaysville		Utah		Davis	Richmond American Homes of Utah, Inc.
Old Mill		Utah		Davis	Richmond American Homes of Utah, Inc.
Pheasant Brook		Utah		Davis	Richmond American Homes of Utah, Inc.
Shick Farms		Utah		Davis	Richmond American Homes of Utah, Inc.
Castlewood		Utah		Salt Lake	Richmond American Homes of Utah, Inc.
Daybreak		Utah		Salt Lake	Richmond American Homes of Utah, Inc.
Herriman		Utah		Salt Lake	Richmond American Homes of Utah, Inc.
Sheffield		Utah		Salt Lake	Richmond American Homes of Utah, Inc.
Sycamore Grove		Utah		Salt Lake	Richmond American Homes of Utah, Inc.
Picket Lane		Utah		Tooele	Richmond American Homes of Utah, Inc.

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<b>Site</b>		<b>State</b>		<b>County</b>	<b>Richmond American Homes Entity</b>
Stansbury Place		Utah		Tooele	Richmond American Homes of Utah, Inc.
Starside		Utah		Tooele	Richmond American Homes of Utah, Inc.
Apple Cove		Utah		Utah	Richmond American Homes of Utah, Inc.
Brookside		Utah		Utah	Richmond American Homes of Utah, Inc.
Canyonway		Utah		Utah	Richmond American Homes of Utah, Inc.
Grasslands		Utah		Utah	Richmond American Homes of Utah, Inc.
Grays Farm		Utah		Utah	Richmond American Homes of Utah, Inc.
Hidden Canyon		Utah		Utah	Richmond American Homes of Utah, Inc.
Saratoga Springs		Utah		Utah	Richmond American Homes of Utah, Inc.
Silver Lake		Utah		Utah	Richmond American Homes of Utah, Inc.
Spanish Vistas		Utah		Utah	Richmond American Homes of Utah, Inc.
Spring Creek		Utah		Utah	Richmond American Homes of Utah, Inc.
Suncrest		Utah		Utah	Richmond American Homes of Utah, Inc.
Traverse Mountain		Utah		Utah	Richmond American Homes of Utah, Inc.
Woodhaven		Utah		Utah	Richmond American Homes of Utah, Inc.
The Ridge		Utah		Weber	Richmond American Homes of Utah, Inc.
Thoroughbred Meadows		Utah		Weber	Richmond American Homes of Utah, Inc.
Meadow View		Virginia		Clark	Richmond American Homes of Virginia, Inc., Richmond American Homes of West Virginia, Inc.
Madison Grove		Virginia		Culpeper	Richmond American Homes of Virginia, Inc., Richmond American Homes of West Virginia, Inc.
Mountain Brook		Virginia		Culpeper	Richmond American Homes of Virginia, Inc., Richmond American Homes of West Virginia, Inc.
Northampton		Virginia		Fairfax	Richmond American Homes of Virginia, Inc., Richmond American Homes of West Virginia, Inc.
Oakton Village		Virginia		Fairfax	Richmond American Homes of Virginia, Inc., Richmond American Homes of West Virginia, Inc.
Orchard Glen		Virginia		Fairfax	Richmond American Homes of Virginia, Inc., Richmond American Homes of West Virginia, Inc.
Stream Valley		Virginia		Fairfax	Richmond American Homes of Virginia, Inc., Richmond American Homes of West Virginia, Inc.
Jamison Farm		Virginia		Fauquier	Richmond American Homes of Virginia, Inc., Richmond American Homes of West Virginia, Inc.
Lynnhaven		Virginia		Frederick	Richmond American Homes of Virginia, Inc., Richmond American Homes of West Virginia, Inc.
Red Bud Run		Virginia		Frederick	Richmond American Homes of Virginia, Inc., Richmond American Homes of West Virginia, Inc.



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<b>Site</b>		<b>State</b>		<b>County</b>	<b>Richmond American Homes Entity</b>
Cedarmeade Place		Virginia		Frederick/Winchester	Richmond American Homes of Virginia, Inc., Richmond American Homes of West Virginia, Inc.
Morlyn Hills		Virginia		Frederick/Winchester	Richmond American Homes of Virginia, Inc., Richmond American Homes of West Virginia, Inc.
Park Place		Virginia		Frederick/Winchester	Richmond American Homes of Virginia, Inc., Richmond American Homes of West Virginia, Inc.
Rolling Hills		Virginia		Frederick/Winchester	Richmond American Homes of Virginia, Inc., Richmond American Homes of West Virginia, Inc.
Kensington Hills		Virginia		Fredericksburg	Richmond American Homes of Virginia, Inc., Richmond American Homes of West Virginia, Inc.
Amberleigh		Virginia		Loudoun	Richmond American Homes of Virginia, Inc., Richmond American Homes of West Virginia, Inc.
Ashbrook Village		Virginia		Loudoun	Richmond American Homes of Virginia, Inc., Richmond American Homes of West Virginia, Inc.
Evergreen Meadows		Virginia		Loudoun	Richmond American Homes of Virginia, Inc., Richmond American Homes of West Virginia, Inc.
Providence Ridge		Virginia		Loudoun	Richmond American Homes of Virginia, Inc., Richmond American Homes of West Virginia, Inc.
Rose Hill		Virginia		Loudoun	Richmond American Homes of Virginia, Inc., Richmond American Homes of West Virginia, Inc.
Winsbury		Virginia		Loudoun	Richmond American Homes of Virginia, Inc., Richmond American Homes of West Virginia, Inc.
Barton Square (Van Buren)		Virginia		Prince William	Richmond American Homes of Virginia, Inc., Richmond American Homes of West Virginia, Inc.
Bristow Ridge		Virginia		Prince William	Richmond American Homes of Virginia, Inc., Richmond American Homes of West Virginia, Inc.
Carolina Chase		Virginia		Prince William	Richmond American Homes of Virginia, Inc., Richmond American Homes of West Virginia, Inc.
Crossmans Creek		Virginia		Prince William	Richmond American Homes of Virginia, Inc., Richmond American Homes of West Virginia, Inc.
Foxwood		Virginia		Prince William	Richmond American Homes of Virginia, Inc., Richmond American Homes of West Virginia, Inc.
Gates Mill		Virginia		Prince William	Richmond American Homes of Virginia, Inc., Richmond American Homes of West Virginia, Inc.

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<b>Site</b>		<b>State</b>		<b>County</b>	<b>Richmond American Homes Entity</b>
Hunt Chase		Virginia		Prince William	Richmond American Homes of Virginia, Inc., Richmond American Homes of West Virginia, Inc.
Lanier Farms		Virginia		Prince William	Richmond American Homes of Virginia, Inc., Richmond American Homes of West Virginia, Inc.
Linton Crest		Virginia		Prince William	Richmond American Homes of Virginia, Inc., Richmond American Homes of West Virginia, Inc.
Orchard Hill		Virginia		Shenandoah	Richmond American Homes of Virginia, Inc., Richmond American Homes of West Virginia, Inc.
Lee's Parke		Virginia		Spotsylvania	Richmond American Homes of Virginia, Inc., Richmond American Homes of West Virginia, Inc.
Austin Ridge		Virginia		Stafford	Richmond American Homes of Virginia, Inc., Richmond American Homes of West Virginia, Inc.
Leeland Station		Virginia		Stafford	Richmond American Homes of Virginia, Inc., Richmond American Homes of West Virginia, Inc.
Oxbow Estates		Virginia		Strasburg	Richmond American Homes of Virginia, Inc., Richmond American Homes of West Virginia, Inc.
Oden Ridge		Virginia		Warren	Richmond American Homes of Virginia, Inc., Richmond American Homes of West Virginia, Inc.
Village Court		Virginia		Warren	Richmond American Homes of Virginia, Inc., Richmond American Homes of West Virginia, Inc.
Woodstock Commons		Virginia		Woodstock	Richmond American Homes of Virginia, Inc., Richmond American Homes of West Virginia, Inc.
Gallery		West Virginia		Berkley	Richmond American Homes of Virginia, Inc., Richmond American Homes of West Virginia, Inc.
Springdale		West Virginia		Berkley	Richmond American Homes of Virginia, Inc., Richmond American Homes of West Virginia, Inc.
Chapel View		West Virginia		Berkley and Jefferson	Richmond American Homes of Virginia, Inc., Richmond American Homes of West Virginia, Inc.
Demory Farm		West Virginia		Jefferson	Richmond American Homes of Virginia, Inc., Richmond American Homes of West Virginia, Inc.

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